

BellSouth Telecommunications, Inc. 150 South Monroe Street Suite 400 Tallahassee, Florida 32301

jerry.hendrix@bellsouth.com

Jerry D. Hendrix Vice-President Regulatory Relations

Phone: (850) 577-5550 Fax (850) 222-8640

November 16, 2005

Mrs. Beth Salak Director, Division of Communications Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850

Dear Mrs. Salak:

Pursuant to Florida Statute 364.051, we are filing revisions to our General Subscriber Service Tariff, Private Line Services Tariff and Access Services Tariff. See Attachment A.

This tariff will introduce changes to the termination liabilities of customers with BellSouth.

Acknowledgment, date of receipt, and authority number of this filing are requested.

Your consideration and approval will be appreciated.

Yours very truly,

Jerry D. Hendrix (slg)

Regulatory Vice President

Attachments

# **Tariff Pages**

### General Subscriber Service Tariff

Section A29	<ul> <li>First Revised Page 2</li> <li>Second Revised Page 3</li> <li>Second Revised Page 25</li> <li>Second Revised Page 26</li> </ul>
Section A32	- Second Revised Page 2
Section A34	- First Revised Page 13.2
	<ul> <li>First Revised Page 17</li> </ul>
Section A40	- First Revised Page 20.8.3
Section A42	- Sixth Revised Page 37.1
Section A43	- First Revised Page 7
Section A47	- Second Revised Page 3

### Private Line Services Tariff

Section B7	<ul> <li>Second Revised Page 3</li> <li>Third Revised Page 15</li> <li>First Revised Page 27</li> <li>Fourth Revised Page 39</li> <li>Third Revised Page 61</li> <li>Second Revised Page 73</li> </ul>
	- First Revised Page 77

### Access Services Tariff

- Section E7 Sixth Revised Page 34 Fourth Revised Page 35

  - Fifth Revised Page 47

## BellSouth - Florida Attachment

## **EXECUTIVE SUMMARY**

## Description of Proposed Tariff

The purpose of this General Subscriber Services Tariff, Private Line Services Tariff and Access Services Tariff filing is to revise the termination charges applied when a subscriber terminates an agreement prior to fulfilling the number of months specified in the commitment. For most services described in the modified tariff sections, the termination liability will be calculated to be equal to fifty percent (instead of one hundred percent) of the number of months remaining in the agreement times the monthly rate provided under the agreement.

The intent of this modification is to provide our customers with less burdensome early termination charges and to align our charges more closely with our competitors. Additionally, this modification will provide for a more consistent structure for early termination calculations across various product lines.

### Revenue Impact

BellSouth will continue to recover its costs with the reduction of termination liability charges.

ISSUED: November 16, 2005ISSUED: July 1, 1996

BY: Marshall M. Criser III, President -FLBY: Joseph P. Lacher, President -FL Miami, Florida EFFECTIVE: December 1, 2005EFFECTIVE: July 15, 1996

## A29. DATA TRANSPORT SERVICE<sup>1</sup>

## A29.1 Derived Data Channel Service (Cont'd)

### A29.1.2 Regulations (Cont'd)

TELECOMMUNICATIONS, INC.

BELLSOUTH

**FLORIDA** 

- **B.** Basis of Offering (Cont'd)
  - 5. DDCS is provided under the following terms and conditions.
    - a. The customer will be responsible for selecting his own Customer Premises Equipment (CPE). Customer provided terminal equipment must be compatible with the Company provided terminating equipment at the central office. CPE must comply with specifications found in BellSouth Technical Reference Publication 73548 for DVM equipment and BellSouth Technical Reference Publication 73548, Addendum 1, for a DS0-B interface. These publications are available from the Information Exchange Manager, BellSouth Telecommunications, Inc., SUP40 BellSouth Center, 675 W. Peachtree St., N.E., Atlanta, Georgia 30375.
    - b. The customer will be responsible for installation, maintenance and testing of CPE.
    - c. The customer must be prepared to activate his portion of joint service in a timely manner as mutually agreed with the Company. If joint testing is required, each party must be prepared to test on the negotiated date.
    - d. The Company reserves the right to change its equipment vendors should equipment availability, price or technological advantages make such a change attractive or necessary.
    - e. The Company will notify the customer, generally a minimum of six months in advance, of any need to change its central office equipment to allow the customer sufficient time to respond, make any necessary changes in his equipment, and schedule cooperative testing for cutover if required.
    - f. Company dispatches to customer premises caused by CPE trouble will be handled in accordance with standard Company procedures. Charges equal to the Trouble Location Charge located in A15.4 of this Tariff will apply as appropriate. The Company does not assume responsibility for the compatibility or suitability of CPE.
  - 6. DDCS is provided subject to the availability of appropriate network facilities and equipment.
  - 7. The minimum service period for a derived data channel is twelve months. In case service is discontinued within the minimum service period, a termination charge is applicable at the date service is terminated. This charge is equal to <u>fifty percent (50%) of the following:</u> the number of months remaining in the service period times the monthly rate for a derived data channel. The minimum service period for the other DDCS tariff elements is one month.
  - 8. Suspension of service is not allowed.
- **C.** Application of Rates
  - 1. The derived data channel charges provide the central office DVM terminating equipment. The customer must also subscribe to a compatible two-wire exchange line (e.g., business exchange line, Centrex Type Services main station line). This two-wire exchange line charge and its associated rates and charges are in addition to the derived data channel rates and charges.
  - 2. The DS0-B interface charge is applicable for each group of a maximum of twenty multiplexed derived data channels. Each of the twenty channels in a DS0-B interface channel group operates at a bit rate of 2.4 Kbps.
  - 3. The DS0-B transport facility is required with each subscription to a DS0-B interface. This facility is available for use with DDCS only.
    - **Note 1:** Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this filing.

 $(\mathbf{N})$ 

ISSUED: November 16, 2005 ISSUED: April 15, 2005

BY: Marshall M. Criser III, President -FLBY: Joseph P. Lacher, President -FL Miami, Florida

BELLSOUTH

**FLORIDA** 

EFFECTIVE: December 1, 2005EFFECTIVE: May 1, 2005

## **A29. DATA TRANSPORT SERVICE**

## A29.1 Derived Data Channel Service (Cont'd)

### A29.1.2 Regulations (Cont'd)

TELECOMMUNICATIONS, INC.

- C. Application of Rates (Cont'd)
  - 4. Nonrecurring charges specified herein include service ordering and installation charges.
  - Derived Data Channel Service is available on a month-to-month basis or under contract plan periods of twenty-four to 5. forty-two months and forty-three to sixty months. The following conditions apply for the contract plans:
    - Rates under contract plans will not be increased by Company initiative until the contract period expires. Rates in a. effect at the time the service is installed and/or as of the service order application date, will be applicable until the contract expires. At the expiration date of the customer's contract plan option, the customer may select a new contract option at the current rates. If the customer does not select a new contract option or does not request discontinuance of service, service will be continued under the terms specified in A2.4.10.H of this Tariff.
    - b. A termination charge is applicable at the date of termination if the customer disconnects the service prior to fulfilling the period of the contract plan. The applicable charge is dependent on the contract period subscribed to and will be equal to *fifty percent (50%) of the following:* the number of months remaining in the contract period times the monthly rate provided under contract.

### A29.1.3 Rates and Charges

- A. Derived Data Channel Service
  - Derived Data Channel 1

			Nonrecurring	Month to	24 to 42	43 to 60	
			Charge	Month	Months	Months	USOC
	(a)	Per channel at 2.4 Kbps	\$170.00	\$17.00	\$13.50	\$11.00	DAXPC
2.	DS0-B Interfac	ce					
	(a)	Per group of twenty channels at 2.4	90.00	70.00	65.00	62.00	DAXP1
		Kbps each					
3.	DS0-B Transp	ort Facility					
	(a)	Per group of twenty channels at 2.4	175.00	70.00	55.00	45.00	DAXP2
		Kbps each					
14	Channes	-					

#### B. Move Charges

- 2. Moves
  - A move involves a change in the physical location of one of the following: a.
    - (1) The point of interface at the customer premises.
    - (2) The customer's premises.
  - The charges for the move are dependent on whether the move is to a new location within the same building or to a b. different building.
    - (1) Moves Within the Same Building

(T)

(<del>C</del>)

(C)

ISSUED: November 16, 2005 ISSUED: October 6, 1999

EFFECTIVE: December 1, 2005 EFFECTIVE: October 21, 1999 BY: Marshall M. Criser III, President -FLBY: Joseph P. Lacher, President -FL

Miami, Florida

## **A29. DATA TRANSPORT SERVICE**

### A29.7 Administrative Management Service (AMS) (Cont'd)

### A29.7.4 Application of Rates (Cont'd)

- G. Expiration of Payment Period (Cont'd)
  - 3. (Cont'd)
    - A termination charge will be applied which represents 50 percent of the difference between the remaining amount of C. the longer contract less and the total amount of the shorter contract. (Difference is the remaining amount of the original contract and the total amount to be paid with the shorter contract.)
    - d. A Secondary Service Ordering charge as specified in Section A4. of this Tariff will apply.

#### H. Termination Liability

- 1. One Month Payment Plan - there is no termination liability for this option other than the initial service period as specified in F. preceding.
- 2 Term Payment Plan Option - 9050 percent of the remaining amount due.

(C)

- I. Allowance for Interruptions
  - When service is interrupted due to a failure or malfunction of the Administrative Management Service, a pro rata 1. adjustment of the appropriate Administrative Management Service monthly charges will be allowed at the request of the subscriber if the total system is unavailable for more than a twenty four hour period and in accordance with the regulations specified in Section A2. of this Tariff.
  - No allowances will be granted for interruptions required to perform preventive or routine maintenance, or to perform 2. software updates when the customer is notified at least 24 hours prior to such occurrences.

### A29.7.5 Connections

- Α. Security
  - Extra security layers are provided which allow individual clients to customize access capabilities for each of their users. 1. Both client information files and the Company computer systems are kept secure from intrusion.
  - Administrative Management Service security uses the concept of a "usertype", which is simply a variable referring to a 2. subset of the service that can be accessed by a given customer. Every user of the system must be assigned a usertype by the "admin" user during the process of adding the user to the system.
- System Recovery B.

Uninterrupted power supplies are provided to prevent unexpected system shutdowns due to commercial power failure. All processes will be smoothly terminated and all buffers written to disk before a shutdown is performed. Message queues which have been built will be saved to disk files so that any established host session can be reestablished as soon as the system is brought back up following power outages.

C. (DELETED)

ISSUED: November 16, 2005ISSUED: October 6, 1999

BY: Marshall M. Criser III, President -FLBY: Joseph P. Lacher, President -FL Miami, Florida

## A29. DATA TRANSPORT SERVICE

## A29.7 Administrative Management Service (AMS) (Cont'd)

A29.7.5 Connections (Cont'd)

### C. (DELETED)

### A29.7.6 Rates and Charges

- A. Service Ordering Charge (Premises visit not required) found in A4.2 of this Tariff will apply.
- B. Basic Service includes service establishment, multilevel security, and network administration aids.
- C. Administrative Management Service Basic Service
  - 1. Service Establishment

					Installat	Month tion To	24 to 48	49 to 72	2
					Charge	Month	Months	Months	USOC
			(a)	Initial Setup	\$680.00	\$-	\$-	\$-	SESBC
2	2.	Usage, p	er Moi	nth					
			(a)	Up to 50 transactions	-	4.55	4.05	3.50	USD1X
			(b)	Up to 250 transactions	-	19.50	17.25	15.00	USD2X
			(c)	Up to 500 transactions	-	36.40	32.20	28.00	USD3X
							Charg	ge	USOC
			(d)	Excess over allocated monthly usage, per transaction	on		\$.1	0	USDPX
3	3.	User ID's	s, per C	Customer					
			(a)	First 15			18.0	0	U1G1X
			(b)	Each Additional set of 5			18.0	0	U1GAX
F	ort	Access	. ,						

1. Per Access Capability

D.

			101 Olivin		12 10	
		Installation		48	72	
		Charge	Month	Months	Months	USOC
(a)	Dial/Shared Access	\$225.00	\$100.00	\$88.00	\$76.00	MDQ
(b)	Dedicated Access	240.00	161.00	143.00	124.00	MD6
<del>(c)</del>	<del>(DELETED)</del>					

# (Ð<u>T</u>)

(<del>D)</del>

BELLSOUTH TELECOMMUNICATIONS, INC. FLORIDA

EFFECTIVE: December 1, 2005 EFFECTIVE: October 21, 1999

24 to

Month

49 to

ISSUED: November 16, 2005 ISSUED: April 15, 2005

BELLSOUTH

FLORIDA

BY: Marshall M. Criser III, President -FLBY: Joseph P. Lacher, President -FL 14: 

EFFECTIVE: December 1, 2005 EFFECTIVE: May 1, 2005

Mia	mi, Flo	orida			
				A32. INTEGRATION PLUS MANAGEMENT SERVICES (IPMS)	<del>(T)</del>
A32.1	Inte	egra	atio	n Plus Management Services (IPMS) Description (Cont'd)	<del>(T)</del>
		-		Cont'd)	
D.			`	edules (Cont'd)	
D.	2.			on of Payment Period (Cont'd)	
	2.		-	IS customers must upon the expiration of their payment period: (Cont'd)	
				Select a new payment period as offered in the current tariff, $or^1$	<del>(T)</del>
				(DELETED)	( <del>D)</del>
				2) If the customer does not select a new payment period or does not request discontinuance of service, service will be continued under the terms specified in A2.4.10.H of this Tariff.	(N)
		b.		IPMS customer may at any time during the selected payment period re-subscribe for an equal or longer payment od at the current tariff rates subject to the following conditions:	
			(1)	No credit will be given for payments made during the formerly selected period. Nonrecurring charges and installation charges will not be reapplied.	
			(2)	The new payment period begins with the billing date following the date the new payment period is requested.	
			(3)	No termination charge applies for the former payment period.	
			(4)	A Service Ordering charge as specified in Section A4. of this Tariff will apply.	
		c.		IPMS customer may at any time during his selected payment period re-subscribe for a payment period, shorter in th than the time remaining in the existing service agreement, subject to the following conditions:	
			(1)	No credit will be given for payments made during the formerly selected period. Nonrecurring charges and installation charges will not be reapplied.	
			(2)	The new payment period begins with the date requested.	
			(3)	A termination charge will be applied which represents ( <i>fifty percent (50%) of the following:</i> the remaining amount of the longer contract less the total amount of the shorter contract. (Difference is the remaining amount of the original contract and the total amount to be paid with the shorter contract.)	<u>(C)</u>
			(4)	A Service Ordering charge as specified in Section A4. of this Tariff will apply.	
	3.	Ter	rmina	tion Liability	
		a.	The	Termination Liability for IPMS is dependent upon the payment period selected by the customer.	
			(1)	One Month Payment Plan - There is no termination liability for this option other than the initial service period as specified in 1. preceding.	
			(2)	Term Payment Plan Option - 90 <u>fifty</u> percent (50%) of the remaining amount due.	

Note 1: A Service Ordering charge as specified in Section A4. of this Tariff will apply. (T)

First Revised Page 13.2 Original Page 13.2 Cancels Original Page 13.2

(T)

(T)

 $(\mathbf{N})$ 

BELLSOUTH TELECOMMUNICATIONS, INC. **FLORIDA** ISSUED: November 16, 2005ISSUED: May 1, 2000 BY: Marshall M. Criser III, President -FLBY: Joseph P. Lacher, President -FL

EFFECTIVE: December 1, 2005 EFFECTIVE: May 16, 2000

# A34. ADVANCED INTELLIGENT NETWORK (AIN) SERVICES

## A34.4 BellSouth<sup>®</sup> AIN Virtual Number Call Detail (AdWatch<sup>®</sup>) Service (Cont'd)

### A34.4.5 Rates and Charges (Cont'd)

Miami, Florida

- Volume and Term Commitment (Cont'd) R.
  - 4. In the event the customer acquires a new business or operation during the Commitment Period, the customer may include  $(\mathbf{N})$ the acquired lines toward the Monthly Line Commitment.

In the event the customer is acquired, the Volume and Term Commitment may be assumed by the acquiring company or terminated without penalty.

- BellSouth, at its sole option, may perform any audits necessary to determine that BellSouth® AIN Virtual Number Call 5. (NT) Detail service is properly used by the customer and its subscribers. All costs for such audits will be borne by BellSouth.
- 6. The customer may terminate the Volume and Term Commitment at any time by giving BellSouth 90 days written notice. (NC)Termination charges will apply and will be equal to 50 percent of the recurring charges<sup>1</sup> for the next twelve months of the Monthly Line Commitment or the remaining months of Monthly Line Commitment, if less than twelve months remain in the Volume and Term Commitment Period.

The customer will not be responsible for termination charges if a certified reseller of BellSouth local service resells this  $(\mathbf{N})$ Volume and Term Commitment to the customer and such reseller provides written notice to BellSouth agreeing to assume all of the customer's obligations under the Volume and Term Commitment.

The customer will have one opportunity during the Volume and Term Commitment Period to cancel or decrease the 7. (N)Monthly Line Commitment without incurring termination charges. This opportunity is a 30 day period as defined below for each of the three to seven year Volume and Term Commitment Periods.

Volume and Term	n Commitment	30 day Cancellation Period begins 1 <sup>st</sup> day of the month listed below	(N)
3 years		19 <sup>th</sup> month	<del>(N)</del>
4 years		25 <sup>th</sup> month	(N)
5 years		31 <sup>st</sup> month	<del>(N)</del>
6 years		37 <sup>th</sup> month	<del>(N)</del>
7 years		43 <sup>rd</sup> month	<del>(N)</del>
Note 1:	The monthly recurr	ing rates for the Virtual Number Provisioning Charge, the Virtual Number	<del>(N)</del>

Activation Charge and the Call Report Charge will be included in the calculation of the termination liability charge

<sup>®</sup>BellSouth is a registered trademark of BellSouth Intellectual Property Corporation

<sup>®</sup>Registered Service Mark of BellSouth Intellectual Property Corporation

All BellSouth marks contained herein and as set forth in the trademarks and service marks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

(T)

EFFECTIVE: December 1, 2005EFFECTIVE: July 15, 1996

		M. Criser III, President -FLBY: Joseph P. Lacher, President -FL orida			_		
Iviiai	ш, ги	A34. ADVANCED INTELLIGENT NET		) SERVIC	$ES^1$		( <u>NT</u> )
A34.5	Cri	sisLink <sup>*</sup> Service (Cont'd)					<u>(T)</u>
A34.	5.6 R	Rates and Charges (Cont'd)					
А.	App	plication of Rates (Cont'd)					
	4.	A discounted monthly rate per CrisisLink <sup>*</sup> Plan and per Redirect contract for the service. Contract-rate subscribers who terminat will incur termination charges. Termination charges will be calc <u>of</u> the contracted rate per plan times the number of months rema	e prior to the expiration ulated by multiplyi	ation of the 36 ng the number	-month contract	t period	<u>(C)</u>
	5.	The Plan Update Charge applies to subscriber-initiated changes allowed during the time a plan is active.	to a plan. This char	rge does not ap	ply to changes	that are	
	6.	The CrisisLink <sup><sup>±</sup></sup> Per Call charge applies to each call rerouted dur	ing the time the alte	ernate routing p	olan is active.		<u>(T)</u>
	7.	Charges in Section A4. of this Tariff will not apply.					
В.	Rat	les					
	1.	CrisisLink <sup>*</sup> service, per subscriber location <sup><math>21</math></sup>					<u>(T)</u>
			Nonrecurring Charge	Monthly Rate	36-Month Rate	USOC	

			Charge	Kate	Rate	0000	
	(a)	First Plan	\$750.00	\$85.00	\$65.00	CLSEX	
2.	CrisisLink <sup>®</sup> se	ervice Volume Discounts, per subscriber location	on, per First Plan <sup>32</sup>				<u>(T)</u>
	(a)	21 - 40 subscriber locations	675.00	85.00	65.00	CLSVA	
	(b)	41 - 100 subscriber locations	600.00	85.00	65.00	VLSVB	
	(c)	More than 100 subscriber locations	500.00	85.00	65.00	CLSVC	
3.	CrisisLink <sup>*</sup> se	ervice, per subscriber location					<u>(T)</u>
	(a)	Each Additional Plan	450.00	85.00	65.00	CLSCX	
4.	CrisisLink* R	Redirected Number <sup>43</sup>					<u>(T)</u>
	(a)	Each additional Redirected Number	15.00	7.00	5.00	CLSTA	
5.	Plan Update						
				Nonrecurring	Monthly		
				Charge	Rate	USOC	
	(a)	Per plan		\$170.00	\$-	CLSPX	
		1	ue of all Tariff Sec	tions. No change	es in rates or reg	gulations	
		Note 21: Application of these rates requires	a 36-month contrac	ct for service.			<u>(T)</u>

- Note 32: Application of these rates requires a signed commitment from the subscriber. <u>(T)</u>
- Note 43: Application of these rates requires a 36-month contract for the service.

TELECOMMUNICATIONS, INC. FLORIDA ISSUED: November 16, 2005ISSUED: July 1, 1996

BELLSOUTH

ISSUED: November 16, 2005ISSUED: October 18, 2002

EFFECTIVE: December 1, 2005EFFECTIVE: November 4, 2002

 $(\mathbf{M})$ 

BY: Marshall M. Criser III, President -FLBY: Joseph P. Lacher, President -FL Miami, Florida

# A40. FAST PACKET TRANSPORT SERVICES

## A40.10 Fast Packet Services Payment Plan

### A40.10.1 General

 $(\mathbf{M})$ A. The regulations specified herein are applicable to specific services as indicated in each service's respective subsection of this  $(\mathbf{M})$ Tariff. All of these services are included in this Section of this Tariff (A40. - Fast Packet Transport Services). Services furnished under the Fast Packet Services Payment Plan (Fast Packet SPP) are subject to all general regulations **B**.  $(\mathbf{M})$ applicable to the provision of service by the Company as stated elsewhere in this Tariff except as noted herein. С. The Fast Packet SPP is a payment plan which allows customers to pay fixed or variable rates for Fast Packet Transport  $(\mathbf{M})$ Services over variable contractual payment periods. A specific monthly rate applies for the duration of each period. Payment periods for each Fast Packet Transport Service will be described in that service's specific tariff section. The following  $(\mathbf{M})$ is an example of the manner in which those payment periods will be described. The following should also be used as a reference for any examples depicted in this Section (A40.10) of this Tariff. Term Payment Plan A - payment periods may be selected from 12 months to 24 months in length, at 24 month rates and 1. (M) charges 2. Term Payment Plan B - payment periods may be selected from 25 months to 48 months in length, at 48 month rates and  $(\mathbf{M})$ charges. When the customer orders service to be provided under a Fast Packet SPP arrangement, the customer must designate to the D.  $(\mathbf{M})$ Company the payment plan and the service period desired, e.g. Term Payment Plan B and 36 months. A40.10.2 Application of Rates and Charges  $(\mathbf{M})$ Rates stabilized under a Fast Packet SPP arrangement are exempt from Company initiated increases, however, decreases to  $(\mathbf{M})$ any rate element will automatically flow through to the customer. В. Termination Liability Charge  $(\mathbf{M})$ 1. In the event that all or any part of a service is disconnected at customer request prior to expiration of any selected  $(\mathbf{M})$ payment period of greater than one month's duration, the customer will be required to pay a Termination Liability Charge unless specifically stated otherwise in that service's tariff. 2. The Termination Liability Charge is determined by multiplying the number of months remaining in the contract payment ((C)M) period by the contracted monthly rate by 9050 percent. For example, a customer subscribes to a Fast Packet Transport Service using Term Payment Plan B and selects the a. (C)(M)30 month payment period. After 12 months the customer chooses to terminate service. The Termination Liability Charge is calculated by multiplying 18 months (30 months - 12 months) by the monthly rate by 9050 percent.

Material appearing on this page previously appeared on pages(s) 20.8 of this section.

ISSUED: November 16, 2005 ISSUED: September 3, 2003

BY: Marshall M. Criser III, President -FLBY: Joseph P. Lacher, President -FL Miami, Florida

EFFECTIVE: December 1, 2005 EFFECTIVE: September 18, 2003

## A42. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

## A42.3 BellSouth<sup>®</sup> Primary Rate ISDN (Cont'd)

### A42.3.1 General (Cont'd)

TELECOMMUNICATIONS, INC.

P. (Cont'd)

BELLSOUTH

**FLORIDA** 

- 4. Calls may be overflowed from an ERS Dedicated Route Arrangement to an ERS Final Route Arrangement by utilizing the Overflow Feature for ERS Dedicated Route Arrangements. When all facilities are busy on the Customer's Dedicated Arrangement from a particular target local calling area, the Overflow Feature allows additional calls to be switched over interoffice trunk groups to the customer's local serving central office, where they terminate on ERS Final Route Primary Rate Interfaces and B-Channels, via an ERS FTN. A BellSouth<sup>®</sup> Primary Rate ISDN Access Line or other Company provided transport facility is required for connection to the customer's local serving central office.
- 5. ERS is jointly provided with other telephone companies only where technically feasible and where mutually agreed upon by the telephone companies involved.
- Q. Calling Name/Number Delivery provides the user who is receiving a call with information about the calling party. Calling names/numbers will be delivered within the Common Channel Signaling System 7 serving area unless delivery is blocked through Per Line or Per Call Blocking as specified in A13.

### A42.3.2 Regulations

- A. BellSouth<sup>®</sup> Primary Rate ISDN is available on a month-to-month basis or under variable rate periods, with rates based on lengths of twelve to twenty-three months, twenty-four to forty-eight months or forty-nine to seventy-two months under conditions specified in the Channel Services Payment Plan in B2.4 of the Private Line Service Tariff and as stated following:
  - A volume discount schedule is available to customers under month to month or contract rates as described in A42.3.4.E. A rate discount for BellSouth<sup>®</sup> Primary Rate ISDN Interfaces is calculated based upon the quantity of BellSouth<sup>®</sup> Primary Rate ISDN Interfaces on a billing account. In addition, a discount for BellSouth<sup>®</sup> Primary Rate ISDN B-Channels is calculated based upon the number of BellSouth<sup>®</sup> Primary Rate ISDN B-Channels on a billing account.
  - 2. A Termination Liability Charge is applicable if service is terminated prior to expiration of the contract. The applicable charge is dependent on the contract period subscribed to and will be equal to the number of months remaining in the contract times *fifty percent* (50%) of the monthly rate provided under the contract.
  - 3. A Termination Liability Charge shall not apply for the termination of B-Channels prior to the expiration of the contract.
- B. Nonrecurring charges associated with the BellSouth<sup>®</sup> Primary Rate ISDN Access Line or Interoffice Channel facilities will not be applicable when upgrading from an existing MegaLink<sup>®</sup> service to BellSouth<sup>®</sup> Primary Rate ISDN. A Type 1 Service Change Charge as specified in A42.3.4.G. will be applicable for the MegaLink<sup>®</sup> service upgrade in addition to nonrecurring charges for other BellSouth<sup>®</sup> Primary Rate ISDN rate elements ordered.
- C. No nonrecurring charges will be applicable when converting MegaLink<sup>®</sup> ISDN service to BellSouth<sup>®</sup> Primary Rate ISDN or for converting from one BellSouth<sup>®</sup> Primary Rate ISDN option to another, e.g., Voice/Data to Inward Data or Inward Data to Inward Data Extended Reach Service (ERS). The term "conversion" means that the Primary Rate Interface(s) remain in place in the same central office. If the Primary Rate Interface(s) are moved in connection with ERS, the change is considered a rearrangement and regulations stated in D. following are applicable. No termination charges are applicable for conversions when:
  - 1. The contract selected for the new BellSouth<sup>®</sup> Primary Rate ISDN arrangement is coterminous with the previous contract or is for a 24 month period, whichever is longer, and,
  - 2. <u>*T*</u>the service orders to disconnect the previous arrangement and to install the new BellSouth<sup>®</sup> Primary Rate ISDN arrangement are related together and received by the Company at the same time with no lapse in billing of service.
- D. Rearrangement charges stated in A42.3.4.G. are applicable for moves of Primary Rate Interfaces from one central office to another in connection with the initial installation of Inward Data ERS or for subsequent moves of Primary Rate Interfaces from one central office to another for ERS Final or Dedicated arrangements. Termination Liability charges are not applicable if the number of Primary Rate Interfaces is not reduced.

(T)

<u>(T)</u>

(T)

<del>(N)</del>

(T)

(T)

(T)

(T)

Miami, Florida

 A43. CHANNELIZED VOICE TRANSPORT SERVICES
 (\*\*)

 A43.1 BellSouth<sup>®</sup> Channelized Trunks (Cont'd)
 (\*\*)

 A43.1.4 Rates and Charges (Cont'd)
 (\*\*)

 K. Termination Liability
 (\*\*)

 A Termination Liability Charge (TLC) is applicable if service is terminated prior to expiration of a customer selected optional payment period. The applicable charge is based on the service period to which the customer is subscribed and will be equal to fifty-percent (50%) of the contracted monthly rate for Access Lines, Service Interfaces, Channels and Telephone Numbers

times the number for the lesser of months either the remaining contracted months or twelve months in the commitment.

A47. BELLSOUTH REMOTE ACCESS SERVICE (T)(T)A47.1 BellSouth Remote Access Service (Cont'd) A47.1.2 Regulations (Cont'd) C. Provisions of Service Rates and charges contained in this section of the Tariff consist of the following elements: (T)BellSouth RAS one-way ports 1. - 10,000 - 29,999 Ports, each - 30,000 - 59,999 Ports, each - 60,000 - 89,999 Ports, each - 90,000 - 149,999 Ports, each - 150,000 - 199,999 Ports, each - 200,000 - 299,999 Ports, each - 300,000 or greater Ports, each Transfer of Service Charge 2  $(\mathbb{N})$ D. Contract Plans BellSouth RAS is provided under conditions specified in Payment Plans for Contract Services, A2.4.10 of this Tariff. (C) 1. BellSouth RAS is available under volume and term payment periods for 12 Months, 24 Months, 36 Months, or 48 or 2. (T)Greater Months. For contracts greater than a 48 month service period, the 48 month rate applies. 3. At the end of any BellSouth RAS contract, customers may continue service under a new contract or on a month-to-month (C)basis. If upon completion of a payment period option the customer does not select a new payment period or does not request discontinuance of service, service will be continued under the terms specified in A.2.4.10.H of this tariff. When a BellSouth RAS is disconnected prior to the expiration of a selected service period as a result of a change of 4 (T)Tariff jurisdiction, Termination Liability Charges will apply. In the event that all or any part of a BellSouth RAS is disconnected at a customer's request prior to expiration of any 5. -(T)(C)selected payment period, the customer will be required to pay a termination charge as follows equal to fifty percent (50%) of the monthly charges times the number of months remaining on the agreement. a.For 1 and 2 year terms the applicable charge is equal to the number of months remaining in the rate stabilized service (T)(D)period times 100 percent of monthly rates for BellSouth RAS ports. b.a. For 3 and 4 year terms the applicable charge is equal to the number of months remaining in the rate stabilized (T)(D) service period times 75 percent of monthly rates for BellSouth RAS ports. 6. Additions of ports are allowed as specified in B.4. preceding. Subsequent to the establishment of a BellSouth RAS contract, and prior to the completion of that period, the existing 7. (T)payment period may be extended to a longer service period. Nonrecurring charges will not be reapplied.

EFFECTIVE: December 1, 2005

## **B7. DIGITAL NETWORK SERVICE**

### (T) (T)

(T)

(T)

(T)

## B7.1 MegaLink<sup>®</sup> Service (Cont'd)

### **B7.1.2 Regulations (Cont'd)**

- C. Application of Rates
  - 1. Digital Local Channels furnished between a Serving Wire Center and the customer's premises will be charged at rates based on the first 1/2 mile and each additional 1/2 mile for the airline distance measured between the customer's premises and their Serving Wire Center.
  - 2. Interoffice Channels furnished between Central Offices will be charged at rates based on airline distance between the Central Offices.
  - 3. MegaLink<sup>®</sup> service is available on a month-to-month basis or under variable rate periods with rates based on lengths of 36 months, 60 months, or 84 months under conditions specified in the Channel Services Payment Plan in B2.4 of this Tariff except as modified following. Contract rate increases are subject to the stipulations of 4. following.
  - 4. MegaLink<sup>⊕</sup> service rates under contract will not be increased by Company initiative until the contract period expires. Rates in effect at the time the service is installed and/or as of the service order application date<sub>7</sub> will be applicable until the contract expires. At the expiration date of the customer's payment period option, the customer may select a new payment period option at current rates or revert to current rates on a month-to-month basis.
  - 5. A Termination Liability Charge is applicable at the date of termination. The applicable charge is dependent on the contract period subscribed to and will be equal to <u>fifty percent (50%) of the following:</u> the number of months remaining in the contract times the monthly rate provided under the contract. However, Termination Liability charges will not apply for customer requests for moves of service under CSPP subject to the provisions set forth in B2.4.9.A.11. preceding, or for customer requested changes of service under CSPP to Fast Packet Transport Services under the Fast Packet Transport Services Payment Plan subject to the provisions set forth in B2.4.9.A.4.b.
  - 6. Airline distance between Company Central Offices shall be developed using the methodology found in B3.3.3 of this Tariff. Fractional mileage shall be rounded up to the next full mile.
- D. Connections
  - 1. Customer-Provided Terminal Equipment, Customer-Provided Derivation Equipment and Customer-Provided (T) Communications Systems may be connected to MegaLink<sup>®</sup> service when such connection is made in accordance with the provision specified in 2., 3., and 4. following.
  - 2. Responsibility of the Company
    - a. The responsibility of the Company shall be limited to the furnishing and maintenance of MegaLink<sup>®</sup> service to a network interface on the customer's premises where provision is made for the connection of local service.
    - b. The Company shall not be responsible for installation, operation or maintenance of any terminal equipment or communications systems provided by a customer. MegaLink<sup>®</sup> service is not represented as adapted for the use of such equipment or system. Where such equipment or system is connected to Company facilities the responsibility of the Company shall be limited to the furnishing of facilities suitable for MegaLink<sup>®</sup> service and to the maintenance and operation in a manner proper for such digital service. The Company shall not be responsible for:
      - the through transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission or

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

Cancels Second Revised Page 15 Cancels First Revised Page 15

ISSUED: November 16, 2005ISSUED: March 8, 2002

BY: Marshall M. Criser III, President -FLBY: Joseph P. Lacher, President -FL Miami, Florida EFFECTIVE: December 1, 2005 EFFECTIVE: March 23, 2002

(T)

(C)

(C)

 $(\mathbf{M})$ 

(M)(C)

## **B7. DIGITAL NETWORK SERVICE**

## **B7.2 SynchroNet<sup>®</sup> Service (Cont'd)**

### **B7.2.2 Regulations (Cont'd)**

- E. Contract Plans (Cont'd)
  - 4. A Termination Liability Charge is applicable at the date of termination if the customer terminates or disconnects the service prior to <u>fulfulling\_fulfilling</u> the period of the contract plan except as specified in b. following. However, Termination Liability charges will not apply for customer requests for moves of service under CSPP subject to the provisions set forth in B2.4.9.A.11. preceding. The Termination Liability Charge is <u>determined by multiplying\_fifty</u> <u>percent (50%) of the following:</u> the contracted monthly rate times the number of months in the contract plan, less the contracted monthly rate times the number of months the service has been installed. An example is provided in a. following.
    - a. A customer subscribes to SynchroNet<sup>®</sup> service using the twenty-four to forty-two month payment plan. The actual duration of the contract plan is for thirty months. The subscriber terminates the service after twelve months. The total liability charge is thirty months times the monthly rate. The amount is then reduced to reflect the number of months the subscriber has had the service, which in this example is twelve months. Therefore, the Termination Liability Charge is *fifty percent of that amount* calculated as follows:

Termination Liability Charge = <u>.50 x [(30 months x monthly rate)</u> - (12 months x monthly rate)]

- b. A Termination Liability Charge will not be applicable at the date of termination if the customer terminates or disconnects the service prior to fulfilling the period of the contract plan for customer requested changes to a higher order of service covered by the Channel Services Payment Plan as specified in B2.4.9.A.4.b, or customer requested changes to services not covered by the Channel Services Plan that are offered by the Company under a contract payment plan provided that the applicable conditions set forth in B2.4.9.A.4.b are satisfied.
- F. Payment Arrangements and Credit Allowance
  - 1. The minimum period for which service is furnished and for which charges are applicable is 3 months.
  - 2. Suspension of service is not allowed.
  - 3. When service is interrupted due to causes other than the negligence of the customer or user, or the failure of facilities furnished by the customer or user, a credit allowance will be made upon request for the portion of the service which is affected. For the purpose of determining the amount of allowance every month is considered to have 30 days and only those stations on the interrupted portions of a service shall be considered in determining the number of stations affected. All such credit allowances shall begin from the time of notice by the customer or user to the Company that an unsatisfactory performance level has occurred, provided that the customer or user promptly releases the service as requested by the Company to perform testing and maintenance.
    - a. Interruptions of less than three hours no credit is applied.<sup>1</sup>
    - b. Interruptions of three hours or over are credited to the customer at the proportionate monthly charge in half-hour multiples for each half-hour or major fraction thereof of interruption.
    - c. Interruption for a period of twenty-four hours or more, credit is allowed for the proportionate part of the monthly charge in multiples of one day for each twenty-four hours or major fraction thereof of interruption for the portion of the service affected by the interruption.
      - **Note 1:** Two or more interruptions of 30 minutes or more, during any period up to, but not including 3 hours, shall be considered as one interruption.

Material appearing on this page previously appeared on page(s) 1 of section 107.

BELLSOUTH TELECOMMUNICATIONS, INC. FLORIDA

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

<sup>&</sup>lt;sup>®</sup>Registered Service Mark of BellSouth Intellectual Property Corporation

PRIVATE LINE SERVICES TARIFFPRIVATE LINE SERVICE TARIFF First Re

First Revised Page 27 Original

EFFECTIVE: December 1, 2005 EFFECTIVE: July 15, 1996

Cancels Original Page 27

(N)

(T)

(T)

Page 27 TELECOMMUNICATIONS, INC.

FLORIDA

BELLSOUTH

ISSUED: November 16, 2005ISSUED: July 1, 1996

BY: Marshall M. Criser III, President -FLBY: Joseph P. Lacher, President -FL

Miami, Florida

**B7. DIGITAL NETWORK SERVICE<sup>1</sup>** 

# B7.3 MegaLink<sup>®</sup> Channel Service (Cont'd)

### **B7.3.2** Application of Rates (Cont'd)

- G. MegaLink<sup>⊕</sup> channel service rates under contract will not be increased by Company initiative until the contract period expires. (T) Those monthly rates for Basic System Capacity and Feature Activation in effect at the time the service is installed and/or as of the service order application date will be applicable until the contract expires. At the expiration date of the customer's payment period option, the customer may select a new payment period option at current rates or revert to current rates on a month-to-month basis.
- H. A Termination Liability Charge is applicable at the date of termination. The applicable charge is dependent on the contract period subscribed to and will be equal to <u>fifty percent (50%) of the following:</u> the number of months remaining in the contract period times the monthly rate for the Basic System Capacity and Feature Activation which are provided under contract. This is subject to the exemptions of 1. and 2. following.
  - 1. No Termination Liability Charge will be applicable for the Basic System capacity when the customer renegotiates a new contract for the same equipment or larger system at the same location(s) for a period of time greater than the time remaining on the existing contract, subject to contract periods contained in E. preceding.
  - 2. The Termination Liability Charge basis for Feature Activation rates will be <u>50 fifty</u> percent <u>(50%)</u> of the total monthly rate for the activated features under contract which are being disconnected. All features activated under contract are coterminous with the basic system with which they are associated. Any features subscribed to on a month-to-month basis have a minimum service period of one month and no associated termination charge liability.
  - 3. The Termination Liability charge for moves of MegaLink<sup>⊕</sup>-channel service under CSPP from one location to a different [10] location in Company territory within the same state, with the exception of inside moves, will not apply. Instead, the provisions set forth in B2.4.9.A.11. of this Tariff will apply.
- **I.** Transfer of service responsibility between customers is permitted subject to payment of a Transfer Charge as specified in B7.3.4.C.

### **B7.3.3 Digital Architecture and Definitions**

A. Digital Architecture

MegaLink<sup> $\oplus$ </sup>-channel services differ in provisioning method and numbering format from single channel services. These services will be available from the Company on a link (partial channel) basis rather than as an end-to-end service. This architecture is intended to promote more efficient connectivity of analog and digital networks in the future.

**Note 1:** Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this filing.

eis Third Revised Page 39 Cancels Second Revised Page 39

ISSUED: November 16, 2005ISSUED: April 15, 2005

BY: Marshall M. Criser III, President -FLBY: Joseph P. Lacher, President -FL Miami, Florida EFFECTIVE: December 1, 2005 EFFECTIVE: May 1, 2005

## **B7. DIGITAL NETWORK SERVICE**

## **B7.4 LightGate Service (Cont'd)**

### **B7.4.2** Application of Rates (Cont'd)

<u>Legislative</u>	
Format Not	
For Approval	

- I. LightGate service rates under contract will not be increased by Company initiative until the contract period expires. Those monthly rates for LightGate service in effect at the time the service is installed and/or as of the service order application date, will be applicable until the contract expires. At the expiration date of the customer's payment period option, the customer may select a new payment period option at current contract rates or revert to current rates on a month-to-month basis. If the customer does not select a new payment period or does not request discontinuance of service, service will be continued under the terms specified in B2.4.9.A.7 of this Tariff.
- J. A Termination Liability Charge is applicable at the date of termination. The applicable charge is dependent on the contract period subscribed to and will be equal to the number of months remaining in the contract times <u>fifty percent (50%) of</u> the monthly rates for the LightGate service rates which are provided under contract, and are subject to the exemptions of 1. following.
  - 1. No Termination Liability Charge will be applicable for the LightGate service System when the customer renegotiates a new contract for the same system at the same location(s) for a period of time greater than the time remaining on the existing contract.
- **K.** Transfer of service responsibility between customers is permitted subject to payment of a Transfer Charge as determined on an individual case basis.

### **B7.4.3 Digital Architecture and Definitions**

- A. Digital Architecture
  - 1. LightGate services differ in provisioning method and numbering format from single channel services. These services will (T) be available from the Company on a link (partial channel) basis rather than as an end-to-end service. This architecture is intended to promote more efficient connectivity of analog and digital networks in the future.

(T)

EFFECTIVE: December 1, 2005 EFFECTIVE: May 1, 2005

(T)

BY: Marshall M. Criser III, President -FLBY: Joseph P. Lacher, President -FL

Miami, Florida

## **B7. DIGITAL NETWORK SERVICE**

## B7.7 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing) Service (Cont'd)

### **B7.7.2 Application of Rates (Cont'd)**

Legislative Format Not For Approval

- G. (Cont'd)
  - 3. A termination liability charge will be applicable if services provided under a CSPP arrangement are disconnected prior to the end of the chosen service period. The applicable charge is equal to the number of months remaining in the rate stabilized service period times <u>sixty\_fifty</u> percent\_(50%) of the monthly rates for SMARTRing service which include all Nodes, Channel Interfaces, Local Channels, Alternate Central Office Channels, Internodal Channels and/or Interoffice Channels provided under the CSPP arrangement. For services under the month-to-month payment plan, a termination charge is equal to the number of months remaining in the twelve month minimum times the month-to-month rates in effect for SMARTRing service at the time of termination.
  - 4. When a service period under an existing CSPP arrangement is completed and a customer elects to revert to a month-to-month payment option, no minimum period is applicable. If the customer does not select a new payment period or does not request discontinuance of service, service will be continued under the terms specified in B2.4.9.A.7 of this Tariff.
  - 5. Additions of services or rate elements, for activating spare or unused capacities of a SMARTRing service under a CSPP (+) arrangement, must be activated at the same rates and charges specified under the existing CSPP arrangement. Channel interfaces may be ordered as specified in 1. preceding.
  - Additions of services or rate elements, i.e. new local channels, interoffice channels, etc., other than for activating spare or unused capacities, must be under a new CSPP arrangement at rates and charges as specified in 1. preceding. The new CSPP arrangement must be at least 24 months and must be coterminous with the CSPP arrangement for the existing SMARTRing service.
  - All customers ordering a new SMARTRing service or upgrading existing SMARTRing service under a Channel Services Payment Plan (CSPP) by September 30, 1995, with a Service Establishment Date of no later than February 21, 1996, will benefit from a special promotional offering to waive nonrecurring charges associated with ring level billing.

All SMARTRing service customers under a Special Service Arrangement contract, where the service has not been (1) installed as of May 30, 1995, will benefit from the special promotional offering to waive nonrecurring charges associated with ring level billing.

Ring level billing is defined as billing for the following rate elements: Local Channel, Interoffice Channel, Internodal Channel, Alternate Central Office Channel, Customer Node and Central Office Node. Billing for Customer Channel Interfaces and Central Office Channel Interfaces recurring and nonrecurring charges will be effective upon activation to the SMARTRing service.

In addition, termination liability charges are also waived for upgrades to SMARTRing services, under the terms and conditions set forth in B2.4.9 preceding. Specific requirements must be satisfied in order for charges to be waived as follows:

a. Nonrecurring charges set forth in B3.3 of this Tariff will be waived when a customer reconfigures existing Company provided network services that are groomed or rolled over onto a new SMARTRing service or upgraded from (F) existing SMARTRing service.

ISSUED: November 16, 2005ISSUED: November 17, 1999

BY: Marshall M. Criser III, President -FLBY: Joseph P. Lacher, President -FL

Miami, Florida

BELLSOUTH

**FLORIDA** 

EFFECTIVE: December 1, 2005 EFFECTIVE: December 2, 1999

## **B7. DIGITAL NETWORK SERVICE**

## **B7.9 MegaLink<sup>®</sup> Plus Service (Cont'd)**

**B7.9.2 Regulations (Cont'd)** 

TELECOMMUNICATIONS, INC.

- C. Application of Rates (Cont'd)
  - 3. MegaLink<sup>⊕</sup>-Plus service is available under several payment plans: Month-to-month (with a one month minimum), Plan A (24-48 Months), Plan B (49-72 Months), and Plan C (73-96 Months) under conditions specified in the Channel Services Payment Plan (CSPP) in B2.4 preceding. (□)
  - 4. Month-to-month payment plan rates are subject to Company initiated changes. MegaLink<sup>®</sup> Plus service rates provided under a CSPP arrangement are exempt from Company initiated rate increases for the duration of the payment plan length selected; however, decreases on recurring rates will flow through to the customer.
  - 5. A Termination Liability Charge (TLC) is applicable at the date of termination. The applicable charge is dependent on the customer-specified payment period subscribed to and will be equal to *fifty percent (50%) of the following:* the number of months remaining in the payment period times the applicable monthly rate. However, a TLC will not apply, subject to the provisions set forth in B2.4.9.B. or customer requested changes to services not covered by the CSPP that are offered by the Company under an optional payment plan.
  - 6. A service performance credit as specified in E.3. following will apply.
- **D.** Connections
  - 1. Customer-Provided Terminal Equipment, Customer-Provided Derivation Equipment and Customer-Provided (T) Communications Systems may be connected to MegaLink<sup>®</sup> Plus service when such connection is made in accordance with the provisions specified in 2. and 3. following.
  - 2. Responsibility of the Company
    - a. The responsibility of the Company shall be limited to the furnishing and maintenance of MegaLink<sup>®</sup> Plus service to (T) a network interface on the customer's premises.
    - b. The Company shall not be responsible for installation, operation, or maintenance of any terminal equipment or communications system provided by a customer. MegaLink<sup>®</sup>-Plus service is not represented as adapted for the use of such equipment or system. Where such equipment or system is connected to Company facilities, the responsibility of the Company shall be limited to furnishing of facilities suitable for MegaLink<sup>®</sup> Plus service and to the maintenance and operation in a manner proper for such digital service. The Company shall not be responsible for:
      - the through transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission, or
      - the reception of signals by such equipment or systems, or
      - damage to terminal equipment or communication system provided by a customer or authorized user due to testing.
    - c. The Company shall not be responsible to the customer if changes in any of the facilities, operations, or procedures of the Company utilized in the provision of MegaLink<sup>®</sup> Plus service render any facilities or equipment provided by the customer obsolete, or require modification or alteration of such equipment or system or otherwise affects its use or performance.
    - d. The Company undertakes to maintain and repair facilities which it furnishes. The customer may not rearrange, disconnect, remove, or attempt to repair any equipment installed by the Company without prior written consent of the Company.

<del>(M)</del>

(T)

<u>(T)</u>

(T)

Material previously appearing on this page now appears on page(s) 74 of this section.

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

Registered Service Mark of BellSouth Intellectual Property Corporation

PRIVATE LINE SERVICES TARIFF

First Revised Page 77 Original Page 77

Cancels Original Page 77

BELLSOUTH

**FLORIDA** 

TELECOMMUNICATIONS, INC.

ACCESS SERVICES TARIFF

(T)(C)

(T)

**FLORIDA** ISSUED: November 16, 2005 ISSUED: February 5, 2005

BY: Marshall M. Criser III, President -FLBY: Joseph P. Lacher, President -FL

EFFECTIVE: December 1, 2005EFFECTIVE: March 7, 2005

Miami, Florida

TELECOMMUNICATIONS, INC.

BELLSOUTH

## **E7. DEDICATED ACCESS SERVICES**

## E7.4 Rate Regulations (Cont'd)

### E7.4.1 Types of Rates and Charges (Cont'd)

A. (Cont'd)

Digital Data Access Service and Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel) service are offered under two contract plans. Contract plan rates are available in payment periods from twenty-four to forty-two months and in payment periods from forty-three to sixty months under conditions specified in the Channel Services Payment Plan in E2.4 of this Tariff. (These payment periods are an exception to those listed in E2.4 of this Tariff.) Termination Liability charges will not apply for customer requests for moves of service under CSPP subject to the provisions set forth in E2.4.9.A.11. of this Tariff. However, a Termination Liability Charge is applicable at the date of termination if the customer terminates or disconnects the service prior to fulfilling the period of the contract plan except as specified in 2. following. The Termination Liability Charge is determined by multiplying the contracted monthly rate times the number of months in the contract plan, less the contracted monthly rate times the number of months the service has been installed ..., multiplied by a factor. The factor is fifty percent (50%) for contracts that have been in effect twelve months or less, or twenty percent (20%) for contracts that have been in effect longer than twelve months. An example is provided in 1. following.

The following list identifies the individual Dedicated Access Services provided under Section E7. of this Tariff which are eligible for credit of nonrecurring charges under "Service Installation Guarantee" found in E2.4.10 of this Tariff. Customers with these services are not eligible for the Service Installation Guarantee when the requested installation, move or rearrangement service order interval is four days or less as measured from the Application Date of the order.

- Voice Gra	rade (a.k.a. BellSouth SPA DS0 VG),			
- Digital D	Data Access (a.k.a. BellSouth SPA Derived Data Channel) service <sup>1</sup> ,	<del>(T)</del>		
- High Cap	pacity (a.k.a. BellSouth SPA High Capacity) service			
- SMARTF	Path service (a.k.a. BellSouth SPA Shared Ring)	<del>(T)</del>		
Provided, h	however, that the following services are not eligible for such credit.	<del>(T)</del>		
- FlexServ service (a.k.a. BellSouth SPA Customer Reconfiguration)				
- BellSouth Metro Ethernet service				
forty- twelv the n	istomer subscribes to Digital Data Access (a.k.a. BellSouth SPA DS0 Digital Data) service using the twenty-four to -two month payment plan. The contract plan period is for thirty months. The subscriber terminates the service after we months. The total liability charge is thirty months times the monthly rate. The amount is then reduced to reflect number of months the subscriber has had the service, which in this example is twelve months. Therefore, the nination Liability Charge is <u>fifty percent (50%) of this amount</u> calculated as follows:	<u>(C)</u>		
Term	nination Liability Charge = <u>.50 x [(30 months x monthly rate)</u> - (12 months x monthly rate)]	<u>(C)</u>		
the se	rmination Liability Charge will not be applicable at the date of termination if the customer terminates or disconnects ervice prior to fulfilling the period of the contract plan for customer requested changes to a higher order of service red by the Channel Services Payment Plan as specified in E2.4.9.A.4.b. of this Tariff, or customer requested changes	<del>(T)</del>		

Note 1: The Data Over Voice Channel optional feature is not eligible for such credit.

provided that the applicable conditions set forth in E2.4.9.A.4.b. of this Tariff are satisfied.

to services not covered by the Channel Services Plan that are offered by the Company under a contract payment plan

S TARIFF <u>Fourth Revised Page 35</u> Cancels Third Revised Page 35<u>Cancels Second Revised Page 35</u>

ISSUED: November 16, 2005 ISSUED: November 30, 2001

BY: Marshall M. Criser III, President -FLBY: Joseph P. Lacher, President -FL

EFFECTIVE: December 1, 2005 EFFECTIVE: December 30, 2001

Miami, Florida

TELECOMMUNICATIONS, INC.

BELLSOUTH

**FLORIDA** 

## **E7. DEDICATED ACCESS SERVICES**

### E7.4 Rate Regulations (Cont'd)

### E7.4.1 Types of Rates and Charges (Cont'd)

A. (Cont'd)

Contract rates are available for 1.544 Mbps High Capacity (a.k.a. BellSouth SPA High Capacity) service for variable periods, with rates based on lengths of 36 months, 60 months, or 84 months under conditions specified in the Channel Service Payment Plan in E2.4 of this Tariff. A Termination Liability Charge is applicable at the date of termination. The applicable charge will be equal to *fifty percent of the following:* the number of months remaining in the contract times the monthly contract rate. However, Termination Liability charges will not apply for customer requests for moves of service under CSPP subject to the provisions set forth in E2.4.9.A.11. preceding.

	(DELETED)	<del>(D)</del>
	(DELETED)	<del>(D)</del>
	Rates applicable to a month-to-month payment option are subject to Company initiated changes.	
	(DELETED)	<del>(D)</del>
	(DELETED)	<del>(D)</del>
B.	Nonrecurring Charges	<del>(T)</del>

Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for Dedicated Access Services are: installation of service, installation of optional features and functions, and service rearrangements.

TELECOMMUNICATIONS, INC.

ACCESS SERVICES TARIFF

Fifth Revised Page 47Fourth Revised Page 47 Cancels Fourth Revised Page 47 Cancels Third Revised Page 47

EFFECTIVE: December 1, 2005 EFFECTIVE: October 20, 2003

ISSUED: November 16, 2005ISSUED: September 30, 2003

BY: Marshall M. Criser III, President -FLBY: Joseph P. Lacher, President -FL

Miami, Florida

BELLSOUTH

**FLORIDA** 

## **E7. DEDICATED ACCESS SERVICES**

## E7.4 Rate Regulations (Cont'd)

### E7.4.12 FlexServ<sup>®</sup> Service (a.k.a. BellSouth SPA Customer Reconfiguration) (Cont'd)

- Application of Rates (Cont'd) B.
  - 2. FlexServ<sup>®</sup> Service (a.k.a. BellSouth SPA Customer Reconfiguration) Options (Cont'd)
    - e. Subrate Reconfiguration

There will be a nonrecurring charge for each DS0 equipped DS0B and a nonrecurring charge and a monthly rate will apply for each set of DS0As. The DS0A rates apply in sets of five for 9.6 Kbps, in sets of ten for 4.8 Kbps, and in sets of twenty for 2.4 Kbps.

f. Reconfigurations by the Company Personnel

A nonrecurring charge is applicable on each occasion, when the customer requests Company personnel to perform a reconfiguration or a series of reconfigurations in order to set up point-to-point or multipoint connections, to provide a status report or to establish a conference.

3. Contract Plans

> Contract rates for FlexServ<sup>⊕</sup> service (a.k.a. BellSouth SPA Customer Reconfiguration) are available in E7.5.16 under (T) conditions specified in the Channel Services Payment Plan in E2.4 of this Tariff.

> Termination Liability is applicable at the date of termination. The applicable charge will be ninety percent of the (C) remaining amount due fifty percent (50%) for contracts that have been in effect twelve months or less, or twenty percent (20%) for contracts that have been in effect longer than twelve months. Termination Liability will not apply for customer requests for moves of service under CSPP subject to the provisions set forth in E2.4.9.A.8 preceding.

### E7.4.13 Derived Data Channel Service (DDCS) (a.k.a. BellSouth SPA Derived Data Channel)

A. Application of Rates

The derived data channel charges provide the central office data/voice multiplexing capability. The customer must also subscribe to a compatible two-wire local exchange line (e.g., business exchange line,  $ESSX^{\oplus}$  service, Digital  $ESSX^{\oplus}$  service, MultiServ<sup> $\oplus$ </sup> service, MultiServ<sup> $\oplus$ </sup>-PLUS service, or BellSouth<sup> $\oplus$ </sup> Centrex service main station line). This two-wire exchange line and its associated rates and charges are in addition to the derived data channel rates and charges.

The DS0-B interface charge is applicable for each group of a maximum of twenty multiplexed derived data channels. Each of the twenty channels in a DS0-B interface channel group operates at a bit rate of 2.4 Kbps. The interoffice channel is required when the customer's serving wire center and the serving wire center of the customer's terminating premises are not the same.

### E7.4.14 SMARTRing<sup>®</sup> service (a.k.a. BellSouth Dedicated Ring)

- A. Self-healing Multi-nodal Alternate Route Topology Ring
  - Monthly rates and charges as specified in E7.5.18 following apply for each SMARTRing<sup>®</sup> service (a.k.a. BellSouth Dedicated Ring). Customers must specify network capacity at the time of the initial order. In an Overlay Ring Arrangement where a customer's overlaying SMARTRing service (a.k.a. Bellsouth Dedicated Ring) rides the customer's host SMARTRing<sup>®</sup> service (a.k.a. BellSouth Dedicated Ring), the overlay ring will share the transport of the host ring between common node locations. Rate categories at OC-3, OC-3+, OC-12, OC-24, OC-48, OC-48+, OC-192 and OC-192+ capacity levels include Customer Nodes, Central Office Nodes, Local Channels, Alternate Central Office Channels, Interoffice Channels and Internodal Channels. OC-24 SMARTRing<sup>®</sup> service (a.k.a. BellSouth Dedicated Ring) is only available to existing CSPP customers or under month-to-month arrangements. Rate categories for OC-1 SMARTRing® service (a.k.a. BellSouth Dedicated Ring) include Customer Nodes and Central Office Nodes. Channel Interfaces are required at each node on the network and must be associated with a SMARTRing® service (a.k.a. BellSouth Dedicated Ring). An OC-1 Overlay Ring Arrangement requires an OC-1 Channel Interface at each node involved. An OC-3 Overlay Ring Arrangement requires an OC-3 Channel Interface at each node involved. An OC-3+ or OC-12 Overlay Ring Arrangement requires an OC-12 Channel Interface at each node involved. An OC-48 or OC-48+ Overlay Ring Arrangement requires an OC-48 Channel Interface at each node involved. In Overlay Ring Arrangements, the customer must order a Channel Interface for each entry to or exit from the host ring. In all other situations, the number of Channel Interfaces ordered will depend on whether the customer desires a working interface, or a working interface and a protection interface. The quantity of channel interfaces ordered may not exceed the capacity ordered. When a 28 DS1 Channel System is utilized to activate DS1 channels, the appropriate number of DS1 Channel Interfaces are required in lieu of an originating or terminating DS3 or STS-1 Channel Interface.

(T)

(T) (T)

(T)

(C)(T)

**A29. DATA TRANSPORT SERVICE** 

### A29.1.2 Regulations (Cont'd)

BY: Marshall M. Criser III, President -FL

TELECOMMUNICATIONS, INC.

ISSUED: November 16, 2005

Miami, Florida

BELLSOUTH

**FLORIDA** 

- **B.** Basis of Offering (Cont'd)
  - 5. DDCS is provided under the following terms and conditions.
    - a. The customer will be responsible for selecting his own Customer Premises Equipment (CPE). Customer provided terminal equipment must be compatible with the Company provided terminating equipment at the central office. CPE must comply with specifications found in BellSouth Technical Reference Publication 73548 for DVM equipment and BellSouth Technical Reference Publication 73548, Addendum 1, for a DS0-B interface. These publications are available from the Information Exchange Manager, BellSouth Telecommunications, Inc., SUP40 BellSouth Center, 675 W. Peachtree St., N.E., Atlanta, Georgia 30375.
    - b. The customer will be responsible for installation, maintenance and testing of CPE.
    - c. The customer must be prepared to activate his portion of joint service in a timely manner as mutually agreed with the Company. If joint testing is required, each party must be prepared to test on the negotiated date.
    - d. The Company reserves the right to change its equipment vendors should equipment availability, price or technological advantages make such a change attractive or necessary.
    - e. The Company will notify the customer, generally a minimum of six months in advance, of any need to change its central office equipment to allow the customer sufficient time to respond, make any necessary changes in his equipment, and schedule cooperative testing for cutover if required.
    - f. Company dispatches to customer premises caused by CPE trouble will be handled in accordance with standard Company procedures. Charges equal to the Trouble Location Charge located in A15.4 of this Tariff will apply as appropriate. The Company does not assume responsibility for the compatibility or suitability of CPE.
  - 6. DDCS is provided subject to the availability of appropriate network facilities and equipment.
  - 7. The minimum service period for a derived data channel is twelve months. In case service is discontinued within the minimum service period, a termination charge is applicable at the date service is terminated. This charge is equal to *fifty percent (50%) of the following:* the number of months remaining in the service period times the monthly rate for a derived data channel. The minimum service period for the other DDCS tariff elements is one month.
  - 8. Suspension of service is not allowed.
- C. Application of Rates
  - 1. The derived data channel charges provide the central office DVM terminating equipment. The customer must also subscribe to a compatible two-wire exchange line (e.g., business exchange line, Centrex Type Services main station line). This two-wire exchange line charge and its associated rates and charges are in addition to the derived data channel rates and charges.
  - 2. The DS0-B interface charge is applicable for each group of a maximum of twenty multiplexed derived data channels. Each of the twenty channels in a DS0-B interface channel group operates at a bit rate of 2.4 Kbps.
  - 3. The DS0-B transport facility is required with each subscription to a DS0-B interface. This facility is available for use with DDCS only.

First Revised Page 2

(T)

TELECOMMUNICATIONS, INC. FLORIDA ISSUED: November 16, 2005 BY: Marshall M. Criser III, President -FL Miami, Florida

BELLSOUTH

## A29. DATA TRANSPORT SERVICE

## A29.1 Derived Data Channel Service (Cont'd)

### A29.1.2 Regulations (Cont'd)

- C. Application of Rates (Cont'd)
  - 4. Nonrecurring charges specified herein include service ordering and installation charges.
  - 5. Derived Data Channel Service is available on a month-to-month basis or under contract plan periods of twenty-four to forty-two months and forty-three to sixty months. The following conditions apply for the contract plans:
    - a. Rates under contract plans will not be increased by Company initiative until the contract period expires. Rates in effect at the time the service is installed and/or as of the service order application date, will be applicable until the contract expires. At the expiration date of the customer's contract plan option, the customer may select a new contract option at the current rates. If the customer does not select a new contract option or does not request discontinuance of service, service will be continued under the terms specified in A2.4.10.H of this Tariff.
    - b. A termination charge is applicable at the date of termination if the customer disconnects the service prior to fulfilling the period of the contract plan. The applicable charge is dependent on the contract period subscribed to and will be equal to *fifty percent (50%) of the following:* the number of months remaining in the contract period times the monthly rate provided under contract.

### A29.1.3 Rates and Charges

- A. Derived Data Channel Service
  - 1. Derived Data Channel

			Nonrecurring	Month to	24 to 42	43 to 60	
			Charge	Month	Months	Months	USOC
	(a)	Per channel at 2.4 Kbps	\$170.00	\$17.00	\$13.50	\$11.00	DAXPC
2.	DS0-B Interfac	ce					
	(a)	Per group of twenty channels at 2.4	90.00	70.00	65.00	62.00	DAXP1
		Kbps each					
3.	DS0-B Transp	ort Facility					
	(a)	Per group of twenty channels at 2.4	175.00	70.00	55.00	45.00	DAXP2
		Kbps each					
Mor	Changes						

### **B.** Move Charges

- 2. Moves
  - a. A move involves a change in the physical location of one of the following:
    - (1) The point of interface at the customer premises.
    - (2) The customer's premises.
  - b. The charges for the move are dependent on whether the move is to a new location within the same building or to a different building.
    - (1) Moves Within the Same Building

**FLORIDA** ISSUED: November 16, 2005 BY: Marshall M. Criser III, President -FL Miami, Florida

TELECOMMUNICATIONS, INC.

BELLSOUTH

## **A29. DATA TRANSPORT SERVICE**

### A29.7 Administrative Management Service (AMS) (Cont'd)

### A29.7.4 Application of Rates (Cont'd)

- G. Expiration of Payment Period (Cont'd)
  - 3. (Cont'd)
    - A termination charge will be applied which represents 50 percent of the difference between the remaining amount of C. (C) the longer contract and the total amount of the shorter contract.
    - d. A Secondary Service Ordering charge as specified in Section A4. of this Tariff will apply.

### **H.** Termination Liability

- 1. One Month Payment Plan - there is no termination liability for this option other than the initial service period as specified in F. preceding.
- 2. Term Payment Plan Option - 50 percent of the remaining amount due.

(C)

- I. Allowance for Interruptions
  - 1 When service is interrupted due to a failure or malfunction of the Administrative Management Service, a pro rata adjustment of the appropriate Administrative Management Service monthly charges will be allowed at the request of the subscriber if the total system is unavailable for more than a twenty four hour period and in accordance with the regulations specified in Section A2. of this Tariff.
  - No allowances will be granted for interruptions required to perform preventive or routine maintenance, or to perform 2. software updates when the customer is notified at least 24 hours prior to such occurrences.

### A29.7.5 Connections

- A. Security
  - 1. Extra security layers are provided which allow individual clients to customize access capabilities for each of their users. Both client information files and the Company computer systems are kept secure from intrusion.
  - Administrative Management Service security uses the concept of a "usertype", which is simply a variable referring to a 2. subset of the service that can be accessed by a given customer. Every user of the system must be assigned a usertype by the "admin" user during the process of adding the user to the system.
- B. System Recovery

Uninterrupted power supplies are provided to prevent unexpected system shutdowns due to commercial power failure. All processes will be smoothly terminated and all buffers written to disk before a shutdown is performed. Message queues which have been built will be saved to disk files so that any established host session can be reestablished as soon as the system is brought back up following power outages.

## A29. DATA TRANSPORT SERVICE

## A29.7 Administrative Management Service (AMS) (Cont'd)

### A29.7.6 Rates and Charges

D.

- A. Service Ordering Charge (Premises visit not required) found in A4.2 of this Tariff will apply.
- B. Basic Service includes service establishment, multilevel security, and network administration aids.
- C. Administrative Management Service Basic Service
  - 1. Service Establishment

2	Usage	(a) e, per Mo	Initial Setup	Installation Charge \$680.00	Month To Month \$-	24 to 48 Months \$-	49 to 72 Months \$-	USOC SESBC
2	. Osago	· •			4 55	4.05	2 50	UCD1V
		(a)	Up to 50 transactions	-	4.55	4.05	3.50	USD1X
		(b)	Up to 250 transactions	-	19.50	17.25	15.00	USD2X
		(c)	Up to 500 transactions	-	36.40	32.20	28.00	USD3X
						Cha	rge	USOC
		(d)	Excess over allocated monthly usage, pe	r transaction			10	USDPX
3	User	ID's, per	Customer					
		(a)	First 15			18	.00	U1G1X
		(b)	Each Additional set of 5			18	.00	U1GAX
. P	ort Acces	s						
1	. Per A	ccess Ca	pability					
					Month	24 to	49 to	

		Installation	То	48	72	
		Charge	Month	Months	Months	USOC
(a)	Dial/Shared Access	\$225.00	\$100.00	\$88.00	\$76.00	MDQ
(b)	Dedicated Access	240.00	161.00	143.00	124.00	MD6

## A32. INTEGRATION PLUS MANAGEMENT SERVICES (IPMS) A32.1 Integration Plus Management Services (IPMS) Description (Cont'd)

### A32.1.1 General (Cont'd)

- D. Payment Schedules (Cont'd)
  - 2. Expiration of Payment Period (Cont'd)
    - a. IPMS customers must upon the expiration of their payment period: (Cont'd)
      - (1) Select a new payment period as offered in the current tariff,  $or^{1}$
      - (2) If the customer does not select a new payment period or does not request discontinuance of service, service will continued under the terms specified in A2.4.10.H of this Tariff.
    - b. An IPMS customer may at any time during the selected payment period re-subscribe for an equal or longer payment period at the current tariff rates subject to the following conditions:
      - (1) No credit will be given for payments made during the formerly selected period. Nonrecurring charges and installation charges will not be reapplied.
      - (2) The new payment period begins with the billing date following the date the new payment period is requested.
      - (3) No termination charge applies for the former payment period.
      - (4) A Service Ordering charge as specified in Section A4. of this Tariff will apply.
    - c. An IPMS customer may at any time during his selected payment period re-subscribe for a payment period, shorter in length than the time remaining in the existing service agreement, subject to the following conditions:
      - (1) No credit will be given for payments made during the formerly selected period. Nonrecurring charges and installation charges will not be reapplied.
      - (2) The new payment period begins with the date requested.
      - (3) A termination charge will be *fifty percent (50%) of the following:* the remaining amount of the longer contract less the total amount of the shorter contract. (Difference is the remaining amount of the original contract and the total amount to be paid with the shorter contract.)
      - (4) A Service Ordering charge as specified in Section A4. of this Tariff will apply.
  - 3. Termination Liability
    - a. The Termination Liability for IPMS is dependent upon the payment period selected by the customer.
      - (1) One Month Payment Plan There is no termination liability for this option other than the initial service period as specified in 1. preceding.
      - (2) Term Payment Plan Option *fifty* percent (50%) of the remaining amount due.
        - Note 1: A Service Ordering charge as specified in Section A4. of this Tariff will apply.

(C)

(T)

## A34. ADVANCED INTELLIGENT NETWORK (AIN) SERVICES A34.4 BellSouth AIN Virtual Number Call Detail (AdWatch) Service (Cont'd)

(T)

(C)

## A34.4.5 Rates and Charges (Cont'd)

- B. Volume and Term Commitment (Cont'd)
  - 4. In the event the customer acquires a new business or operation during the Commitment Period, the customer may include the acquired lines toward the Monthly Line Commitment.

In the event the customer is acquired, the Volume and Term Commitment may be assumed by the acquiring company or terminated without penalty.

- 5. BellSouth, at its sole option, may perform any audits necessary to determine that AIN Virtual Number Call Detail service is properly used by the customer and its subscribers. All costs for such audits will be borne by BellSouth.
- 6. The customer may terminate the Volume and Term Commitment at any time by giving BellSouth 90 days written notice. Termination charges will apply and will be *equal to 50 percent of* the recurring charges<sup>1</sup> for the next twelve months of the Monthly Line Commitment or the remaining months of Monthly Line Commitment, if less than twelve months remain in the Volume and Term Commitment Period.

The customer will not be responsible for termination charges if a certified reseller of BellSouth local service resells this Volume and Term Commitment to the customer and such reseller provides written notice to BellSouth agreeing to assume all of the customer's obligations under the Volume and Term Commitment.

7. The customer will have one opportunity during the Volume and Term Commitment Period to cancel or decrease the Monthly Line Commitment without incurring termination charges. This opportunity is a 30 day period as defined below for each of the three to seven year Volume and Term Commitment Periods.

Volume and Term	Commitment	30 day Cancellation Period begins 1st day of the month listed below
3 years		19 <sup>th</sup> month
4 years		25 <sup>th</sup> month
5 years		31 <sup>st</sup> month
6 years		37 <sup>th</sup> month
7 years		43 <sup>rd</sup> month
Note 1:	5	g rates for the Virtual Number Provisioning Charge, the Virtual Number nd the Call Report Charge will be included in the calculation of the

termination liability charge

All BellSouth marks contained herein and as set forth in the trademarks and service marks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

A34.5	Cri	sisLink Service (Cont'd)					(T)
A34.	5.6 R	ates and Charges (Cont'd)					
А.	App	blication of Rates (Cont'd)					
4. A discounted monthly rate per CrisisLink Plan and per Redirected Number may apply if the subscriber signs a 36-month contract for the service. Contract-rate subscribers who terminate prior to the expiration of the 36-month contract period will incur termination charges. Termination charges will be calculated by multiplying the number of plans by 50 percent of the contracted rate per plan times the number of months remaining in the 36-month contract.							
	5.	The Plan Update Charge applies to subscriber-initiated chan allowed during the time a plan is active.	ges to a plan. This ch	arge does not a	apply to changes t	hat are	
	6.	The CrisisLink Per Call charge applies to each call rerouted	during the time the all	ernate routing	plan is active.		(T)
	7.	Charges in Section A4. of this Tariff will not apply.					
В.	Rate	es					
	1.	CrisisLink service, per subscriber location <sup>1</sup>					(T)
	2.	(a) First Plan CrisisLink service Volume Discounts, per subscriber location	Nonrecurring Charge \$750.00 n. per First Plan <sup>2</sup>	Monthly Rate \$85.00	36-Month Rate \$65.00	USOC CLSEX	(T)
	3.	<ul> <li>(a) 21 - 40 subscriber locations</li> <li>(b) 41 - 100 subscriber locations</li> <li>(c) More than 100 subscriber locations</li> <li>CrisisLink service, per subscriber location</li> </ul>	675.00 600.00 500.00	85.00 85.00 85.00	65.00 65.00 65.00	CLSVA VLSVB CLSVC	(T)
	4.	(a) Each Additional Plan CrisisLink Redirected Number <sup>3</sup>	450.00	85.00	65.00	CLSCX	(T)
	5.	(a) Each additional Redirected Number Plan Update	15.00	7.00	5.00	CLSTA	
		(a) Per plan	1	Nonrecurring Charge \$170.00	Monthly Rate \$-	USOC CLSPX	

- Note 1:Application of these rates requires a 36-month contract for service.(T)Note 2:Application of these rates requires a signed commitment from the subscriber.(T)
- **Note 3:** Application of these rates requires a 36-month contract for the service. (T)

# A40. FAST PACKET TRANSPORT SERVICES

## A40.10 Fast Packet Services Payment Plan

### A40.10.1 General

- **A.** The regulations specified herein are applicable to specific services as indicated in each service's respective subsection of this Tariff. All of these services are included in this Section of this Tariff (A40. Fast Packet Transport Services).
- **B.** Services furnished under the Fast Packet Services Payment Plan (Fast Packet SPP) are subject to all general regulations applicable to the provision of service by the Company as stated elsewhere in this Tariff except as noted herein.
- **C.** The Fast Packet SPP is a payment plan which allows customers to pay fixed or variable rates for Fast Packet Transport Services over variable contractual payment periods. A specific monthly rate applies for the duration of each period.

Payment periods for each Fast Packet Transport Service will be described in that service's specific tariff section. The following is an example of the manner in which those payment periods will be described. The following should also be used as a reference for any examples depicted in this Section (A40.10) of this Tariff.

- 1. Term Payment Plan A payment periods may be selected from 12 months to 24 months in length, at 24 month rates and charges.
- 2. Term Payment Plan B payment periods may be selected from 25 months to 48 months in length, at 48 month rates and charges.
- **D.** When the customer orders service to be provided under a Fast Packet SPP arrangement, the customer must designate to the Company the payment plan and the service period desired, e.g. Term Payment Plan B and 36 months.

### A40.10.2 Application of Rates and Charges

- A. Rates stabilized under a Fast Packet SPP arrangement are exempt from Company initiated increases, however, decreases to any rate element will automatically flow through to the customer.
- **B.** Termination Liability Charge
  - 1. In the event that all or any part of a service is disconnected at customer request prior to expiration of any selected payment period of greater than one month's duration, the customer will be required to pay a Termination Liability Charge unless specifically stated otherwise in that service's tariff.
  - 2. The Termination Liability Charge is determined by multiplying the number of months remaining in the contract payment period by the contracted monthly rate by *fifty* percent (50%).
    - a. For example, a customer subscribes to a Fast Packet Transport Service using Term Payment Plan B and selects the 30 month payment period. After 12 months the customer chooses to terminate service. The Termination Liability Charge is calculated by multiplying 18 months (30 months 12 months) by the monthly rate by *fifty* percent (50%).

(C) (C)

## A42. INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

## A42.3 BellSouth Primary Rate ISDN (Cont'd)

A42.3.1 General (Cont'd)

- P. (Cont'd)
  - 4. Calls may be overflowed from an ERS Dedicated Route Arrangement to an ERS Final Route Arrangement by utilizing the Overflow Feature for ERS Dedicated Route Arrangements. When all facilities are busy on the Customer's Dedicated Arrangement from a particular target local calling area, the Overflow Feature allows additional calls to be switched over interoffice trunk groups to the customer's local serving central office, where they terminate on ERS Final Route Primary Rate Interfaces and B-Channels, via an ERS FTN. A BellSouth Primary Rate ISDN Access Line or other Company provided transport facility is required for connection to the customer's local serving central office.
  - 5. ERS is jointly provided with other telephone companies only where technically feasible and where mutually agreed upon by the telephone companies involved.
- Q. Calling Name/Number Delivery provides the user who is receiving a call with information about the calling party. Calling names/numbers will be delivered within the Common Channel Signaling System 7 serving area unless delivery is blocked through Per Line or Per Call Blocking as specified in A13.

### A42.3.2 Regulations

- A. BellSouth Primary Rate ISDN is available on a month-to-month basis or under variable rate periods, with rates based on (T) lengths of twelve to twenty-three months, twenty-four to forty-eight months or forty-nine to seventy-two months under conditions specified in the Channel Services Payment Plan in B2.4 of the Private Line Service Tariff and as stated following:
  - A volume discount schedule is available to customers under month to month or contract rates as described in A42.3.4.E. A rate discount for BellSouth Primary Rate ISDN Interfaces is calculated based upon the quantity of BellSouth Primary Rate ISDN Interfaces on a billing account. In addition, a discount for BellSouth Primary Rate ISDN B-Channels is calculated based upon the number of BellSouth Primary Rate ISDN B-Channels on a billing account.
  - 2. A Termination Liability Charge is applicable if service is terminated prior to expiration of the contract. The applicable (C) charge is equal to the number of months remaining in the contract times *fifty percent (50%) of* the monthly rate provided under the contract.
  - 3. A Termination Liability Charge shall not apply for the termination of B-Channels prior to the expiration of the contract.
- B. Nonrecurring charges associated with the BellSouth Primary Rate ISDN Access Line or Interoffice Channel facilities will not be applicable when upgrading from an existing MegaLink service to BellSouth Primary Rate ISDN. A Type 1 Service Change Charge as specified in A42.3.4.G. will be applicable for the MegaLink service upgrade in addition to nonrecurring charges for other BellSouth Primary Rate ISDN rate elements ordered.
- C. No nonrecurring charges will be applicable when converting MegaLink ISDN service to BellSouth Primary Rate ISDN or for converting from one BellSouth Primary Rate ISDN option to another, e.g., Voice/Data to Inward Data or Inward Data to Inward Data Extended Reach Service (ERS). The term "conversion" means that the Primary Rate Interface(s) remain in place in the same central office. If the Primary Rate Interface(s) are moved in connection with ERS, the change is considered a rearrangement and regulations stated in D. following are applicable. No termination charges are applicable for conversions when:
  - 1. The contract selected for the new BellSouth Primary Rate ISDN arrangement is coterminous with the previous contract (T) or is for a 24 month period, whichever is longer, and,
  - 2. *The* service orders to disconnect the previous arrangement and to install the new BellSouth Primary Rate ISDN arrangement are related together and received by the Company at the same time with no lapse in billing of service.
- D. Rearrangement charges stated in A42.3.4.G. are applicable for moves of Primary Rate Interfaces from one central office to another in connection with the initial installation of Inward Data ERS or for subsequent moves of Primary Rate Interfaces from one central office to another for ERS Final or Dedicated arrangements. Termination Liability charges are not applicable if the number of Primary Rate Interfaces is not reduced.

(T)

(T)

(T)

(T)

### A43.1 BellSouth Channelized Trunks (Cont'd)

### A43.1.4 Rates and Charges (Cont'd)

K. Termination Liability

TELECOMMUNICATIONS, INC.

ISSUED: November 16, 2005

Miami, Florida

BELLSOUTH

FLORIDA

A Termination Liability Charge (TLC) is applicable if service is terminated prior to expiration of a customer selected optional (C) payment period. The applicable charge is based on the service period to which the customer is subscribed and will be equal to fifty-percent (50%) of the contracted monthly rate for Access Lines, Service Interfaces, Channels and Telephone Numbers times the number of months remaining in the commitment.

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

EFFECTIVE: December 1, 2005

First Revised Page 7

Cancels Original Page 7

(T)

EFFECTIVE: December 1, 2005

# A47. BELLSOUTH REMOTE ACCESS SERVICE

GENERAL SUBSCRIBER SERVICE TARIFF

## A47.1 BellSouth Remote Access Service (Cont'd)

### A47.1.2 Regulations (Cont'd)

**C.** Provisions of Service

Miami, Florida

Rates and charges contained in this section of the Tariff consist of the following elements:

- 1. BellSouth RAS one-way ports
  - 10,000 29,999 Ports, each
  - 30,000 59,999 Ports, each
  - 60,000 89,999 Ports, each
  - 90,000 149,999 Ports, each
  - 150,000 199,999 Ports, each
  - 200,000 299,999 Ports, each
  - 300,000 or greater Ports, each
- 2. Transfer of Service Charge
- **D.** Contract Plans
  - 1. BellSouth RAS is provided under conditions specified in Payment Plans for Contract Services, A2.4.10 of this Tariff.
  - 2. BellSouth RAS is available under volume and term payment periods for 12 Months, 24 Months, 36 Months, or 48 or Greater Months. For contracts greater than a 48 month service period, the 48 month rate applies.
  - **3.** At the end of any BellSouth RAS contract, customers may continue service under a new contract or on a month-to-month basis. If upon completion of a payment period option the customer does not select a new payment period or does not request discontinuance of service, service will be continued under the terms specified in A.2.4.10.H of this tariff.
  - 4. When a BellSouth RAS is disconnected prior to the expiration of a selected service period as a result of a change of Tariff jurisdiction, Termination Liability Charges will apply.
  - 5. In the event that all or any part of a BellSouth RAS is disconnected at a customer's request prior to expiration of any selected payment period, the customer will be required to pay a termination charge *equal to fifty percent (50%) of the monthly charges times the number of months remaining on the agreement.*
  - 6. Additions of ports are allowed as specified in B.4. preceding.
  - 7. Subsequent to the establishment of a BellSouth RAS contract, and prior to the completion of that period, the existing payment period may be extended to a longer service period. Nonrecurring charges will not be reapplied.

(T)

EFFECTIVE: December 1, 2005

## **B7. DIGITAL NETWORK SERVICE**

## B7.1 MegaLink Service (Cont'd)

### **B7.1.2 Regulations (Cont'd)**

TELECOMMUNICATIONS, INC.

BY: Marshall M. Criser III, President -FL

ISSUED: November 16, 2005

Miami, Florida

BELLSOUTH

**FLORIDA** 

- C. Application of Rates
  - 1. Digital Local Channels furnished between a Serving Wire Center and the customer's premises will be charged at rates based on the first 1/2 mile and each additional 1/2 mile for the airline distance measured between the customer's premises and their Serving Wire Center.
  - 2. Interoffice Channels furnished between Central Offices will be charged at rates based on airline distance between the Central Offices.
  - MegaLink service is available on a month-to-month basis or under variable rate periods with rates based on lengths of 36 months, 60 months, or 84 months under conditions specified in the Channel Services Payment Plan in B2.4 of this Tariff except as modified following. Contract rate increases are subject to the stipulations of 4. following.
  - 4. MegaLink service rates under contract will not be increased by Company initiative until the contract period expires. (T) Rates in effect at the time the service is installed and/or as of the service order application date will be applicable until the contract expires. At the expiration date of the customer's payment period option, the customer may select a new payment period option at current rates or revert to current rates on a month-to-month basis.
  - 5. A Termination Liability Charge is applicable at the date of termination. The applicable charge is dependent on the contract period subscribed to and will be equal to *fifty percent (50%) of the following:* the number of months remaining in the contract times the monthly rate provided under the contract. However, Termination Liability charges will not apply for customer requests for moves of service under CSPP subject to the provisions set forth in B2.4.9.A.11. preceding, or for customer requested changes of service under CSPP to Fast Packet Transport Services under the Fast Packet Transport Services Payment Plan subject to the provisions set forth in B2.4.9.A.4.b.
  - 6. Airline distance between Company Central Offices shall be developed using the methodology found in B3.3.3 of this Tariff. Fractional mileage shall be rounded up to the next full mile.
- **D.** Connections
  - 1. Customer-Provided Terminal Equipment, Customer-Provided Derivation Equipment and Customer-Provided (T) Communications Systems may be connected to MegaLink service when such connection is made in accordance with the provision specified in 2., 3., and 4. following.
  - 2. Responsibility of the Company
    - a. The responsibility of the Company shall be limited to the furnishing and maintenance of MegaLink service to a (T) network interface on the customer's premises where provision is made for the connection of local service.
    - b. The Company shall not be responsible for installation, operation or maintenance of any terminal equipment or communications systems provided by a customer. MegaLink service is not represented as adapted for the use of such equipment or system. Where such equipment or system is connected to Company facilities the responsibility of the Company shall be limited to the furnishing of facilities suitable for MegaLink service and to the maintenance and operation in a manner proper for such digital service. The Company shall not be responsible for:
      - the through transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission or

EFFECTIVE: December 1, 2005

(T)

(C)

(C)

(C)

## **B7. DIGITAL NETWORK SERVICE**

## **B7.2 SynchroNet Service (Cont'd)**

### **B7.2.2 Regulations (Cont'd)**

BY: Marshall M. Criser III, President -FL

TELECOMMUNICATIONS, INC.

ISSUED: November 16, 2005

Miami, Florida

BELLSOUTH

**FLORIDA** 

- E. Contract Plans (Cont'd)
  - 4. A Termination Liability Charge is applicable at the date of termination if the customer terminates or disconnects the service prior to *fulfilling* the period of the contract plan except as specified in b. following. However, Termination Liability charges will not apply for customer requests for moves of service under CSPP subject to the provisions set forth in B2.4.9.A.11. preceding. The Termination Liability Charge is *fifty percent* (50%) of the following: the contracted monthly rate times the number of months in the contract plan, less the contracted monthly rate times the number of months in sprovided in a. following.
    - a. A customer subscribes to SynchroNet service using the twenty-four to forty-two month payment plan. The actual duration of the contract plan is for thirty months. The subscriber terminates the service after twelve months. The total liability charge is thirty months times the monthly rate. The amount is then reduced to reflect the number of months the subscriber has had the service, which in this example is twelve months. Therefore, the Termination Liability Charge is *fifty percent (50%) of that amount* calculated as follows:

Termination Liability Charge = .50 x [(30 months x monthly rate) - (12 months x monthly rate)]

- b. A Termination Liability Charge will not be applicable at the date of termination if the customer terminates or disconnects the service prior to fulfilling the period of the contract plan for customer requested changes to a higher order of service covered by the Channel Services Payment Plan as specified in B2.4.9.A.4.b, or customer requested changes to services not covered by the Channel Services Plan that are offered by the Company under a contract payment plan provided that the applicable conditions set forth in B2.4.9.A.4.b are satisfied.
- F. Payment Arrangements and Credit Allowance
  - 1. The minimum period for which service is furnished and for which charges are applicable is 3 months.
  - 2. Suspension of service is not allowed.
  - 3. When service is interrupted due to causes other than the negligence of the customer or user, or the failure of facilities furnished by the customer or user, a credit allowance will be made upon request for the portion of the service which is affected. For the purpose of determining the amount of allowance every month is considered to have 30 days and only those stations on the interrupted portions of a service shall be considered in determining the number of stations affected. All such credit allowances shall begin from the time of notice by the customer or user to the Company that an unsatisfactory performance level has occurred, provided that the customer or user promptly releases the service as requested by the Company to perform testing and maintenance.
    - a. Interruptions of less than three hours no credit is applied.<sup>1</sup>
    - b. Interruptions of three hours or over are credited to the customer at the proportionate monthly charge in half-hour multiples for each half-hour or major fraction thereof of interruption.
    - c. Interruption for a period of twenty-four hours or more, credit is allowed for the proportionate part of the monthly charge in multiples of one day for each twenty-four hours or major fraction thereof of interruption for the portion of the service affected by the interruption.
      - **Note 1:** Two or more interruptions of 30 minutes or more, during any period up to, but not including 3 hours, shall be considered as one interruption.

BELLSOUTH TELECOMMUNICATIONS, INC. FLORIDA ISSUED: November 16, 2005 BY: Marshall M. Criser III, President -FL Miami, Florida

### **B7. DIGITAL NETWORK SERVICE**

## (T)

### (T)

(1)

## B7.3 MegaLink Channel Service (Cont'd) B7.3.2 Application of Rates (Cont'd)

- G. MegaLink channel service rates under contract will not be increased by Company initiative until the contract period expires. (T) Those monthly rates for Basic System Capacity and Feature Activation in effect at the time the service is installed and/or as of the service order application date will be applicable until the contract expires. At the expiration date of the customer's payment period option, the customer may select a new payment period option at current rates or revert to current rates on a month-to-month basis.
- H. A Termination Liability Charge is applicable at the date of termination. The applicable charge is dependent on the contract period subscribed to and will be equal to *fifty percent (50%) of the following:* the number of months remaining in the contract period times the monthly rate for the Basic System Capacity and Feature Activation which are provided under contract. This is subject to the exemptions of 1. and 2. following.
  - 1. No Termination Liability Charge will be applicable for the Basic System capacity when the customer renegotiates a new contract for the same equipment or larger system at the same location(s) for a period of time greater than the time remaining on the existing contract, subject to contract periods contained in E. preceding.
  - 2. The Termination Liability Charge basis for Feature Activation rates will be *fifty* percent (50%) of the total monthly rate (C) for the activated features under contract which are being disconnected. All features activated under contract are coterminous with the basic system with which they are associated. Any features subscribed to on a month-to-month basis have a minimum service period of one month and no associated termination charge liability.
  - 3. The Termination Liability charge for moves of MegaLink channel service under CSPP from one location to a different (T) location in Company territory within the same state, with the exception of inside moves, will not apply. Instead, the provisions set forth in B2.4.9.A.11. of this Tariff will apply.
- **I.** Transfer of service responsibility between customers is permitted subject to payment of a Transfer Charge as specified in B7.3.4.C.

### **B7.3.3 Digital Architecture and Definitions**

A. Digital Architecture

MegaLink channel services differ in provisioning method and numbering format from single channel services. These services (T) will be available from the Company on a link (partial channel) basis rather than as an end-to-end service. This architecture is intended to promote more efficient connectivity of analog and digital networks in the future.

EFFECTIVE: December 1, 2005

## **B7. DIGITAL NETWORK SERVICE**

## B7.4 LightGate Service (Cont'd)

### **B7.4.2** Application of Rates (Cont'd)

- I. LightGate service rates under contract will not be increased by Company initiative until the contract period expires. Those monthly rates for LightGate service in effect at the time the service is installed and/or as of the service order application date, will be applicable until the contract expires. At the expiration date of the customer's payment period option, the customer may select a new payment period option at current contract rates or revert to current rates on a month-to-month basis. If the customer does not select a new payment period or does not request discontinuance of service, service will be continued under the terms specified in B2.4.9.A.7 of this Tariff.
- **J.** A Termination Liability Charge is applicable at the date of termination. The applicable charge is dependent on the contract period subscribed to and will be equal to the number of months remaining in the contract times *fifty percent (50%) of* the monthly rates for the LightGate service rates which are provided under contract, and are subject to the exemptions of 1. following.
  - 1. No Termination Liability Charge will be applicable for the LightGate service System when the customer renegotiates a new contract for the same system at the same location(s) for a period of time greater than the time remaining on the existing contract.
- K. Transfer of service responsibility between customers is permitted subject to payment of a Transfer Charge as determined on an individual case basis.

### **B7.4.3 Digital Architecture and Definitions**

- A. Digital Architecture
  - 1. LightGate services differ in provisioning method and numbering format from single channel services. These services will be available from the Company on a link (partial channel) basis rather than as an end-to-end service. This architecture is intended to promote more efficient connectivity of analog and digital networks in the future.

### (C)

(C)

## **B7. DIGITAL NETWORK SERVICE**

# B7.7 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing) Service (Cont'd)

### **B7.7.2** Application of Rates (Cont'd)

- G. (Cont'd)
  - 3. A termination liability charge will be applicable if services provided under a CSPP arrangement are disconnected prior to the end of the chosen service period. The applicable charge is equal to the number of months remaining in the rate stabilized service period times *fifty* percent (*50%*) of the monthly rates for SMARTRing service which include all Nodes, Channel Interfaces, Local Channels, Alternate Central Office Channels, Internodal Channels and/or Interoffice Channels provided under the CSPP arrangement. For services under the month-to-month payment plan, a termination charge is equal to the number of months remaining in the twelve month minimum times the month-to-month rates in effect for SMARTRing service at the time of termination.
  - 4. When a service period under an existing CSPP arrangement is completed and a customer elects to revert to a month-to-month payment option, no minimum period is applicable. If the customer does not select a new payment period or does not request discontinuance of service, service will be continued under the terms specified in B2.4.9.A.7 of this Tariff.
  - 5. Additions of services or rate elements, for activating spare or unused capacities of a SMARTRing service under a CSPP arrangement, must be activated at the same rates and charges specified under the existing CSPP arrangement. Channel interfaces may be ordered as specified in 1. preceding.
  - 6. Additions of services or rate elements, i.e. new local channels, interoffice channels, etc., other than for activating spare or unused capacities, must be under a new CSPP arrangement at rates and charges as specified in 1. preceding. The new CSPP arrangement must be at least 24 months and must be coterminous with the CSPP arrangement for the existing SMARTRing service.
  - 7. All customers ordering a new SMARTRing service or upgrading existing SMARTRing service under a Channel Services Payment Plan (CSPP) by September 30, 1995, with a Service Establishment Date of no later than February 21, 1996, will benefit from a special promotional offering to waive nonrecurring charges associated with ring level billing.

All SMARTRing service customers under a Special Service Arrangement contract, where the service has not been installed as of May 30, 1995, will benefit from the special promotional offering to waive nonrecurring charges associated with ring level billing.

Ring level billing is defined as billing for the following rate elements: Local Channel, Interoffice Channel, Internodal Channel, Alternate Central Office Channel, Customer Node and Central Office Node. Billing for Customer Channel Interfaces and Central Office Channel Interfaces recurring and nonrecurring charges will be effective upon activation to the SMARTRing service.

In addition, termination liability charges are also waived for upgrades to SMARTRing services, under the terms and conditions set forth in B2.4.9 preceding. Specific requirements must be satisfied in order for charges to be waived as follows:

a. Nonrecurring charges set forth in B3.3 of this Tariff will be waived when a customer reconfigures existing Company provided network services that are groomed or rolled over onto a new SMARTRing service or upgraded from existing SMARTRing service.

### **B7. DIGITAL NETWORK SERVICE**

### B7.9 MegaLink Plus Service (Cont'd)

**B7.9.2 Regulations (Cont'd)** 

- C. Application of Rates (Cont'd)
  - 3. MegaLink Plus service is available under several payment plans: Month-to-month (with a one month minimum), Plan A (T) (24-48 Months), Plan B (49-72 Months), and Plan C (73-96 Months) under conditions specified in the Channel Services Payment Plan (CSPP) in B2.4 preceding.
  - Month-to-month payment plan rates are subject to Company initiated changes. MegaLink Plus service rates provided 4. (T) under a CSPP arrangement are exempt from Company initiated rate increases for the duration of the payment plan length selected; however, decreases on recurring rates will flow through to the customer.
  - A Termination Liability Charge (TLC) is applicable at the date of termination. The applicable charge is dependent on the 5. (C) customer-specified payment period subscribed to and will be equal to *fifty percent (50%) of the following:* the number of months remaining in the payment period times the applicable monthly rate. However, a TLC will not apply, subject to the provisions set forth in B2.4.9.B. or customer requested changes to services not covered by the CSPP that are offered by the Company under an optional payment plan.
  - A service performance credit as specified in E.3. following will apply. 6.
- D. Connections
  - Customer-Provided Terminal Equipment, Customer-Provided Derivation Equipment and Customer-Provided (T) 1. Communications Systems may be connected to MegaLink Plus service when such connection is made in accordance with the provisions specified in 2. and 3. following.
  - Responsibility of the Company 2.
    - The responsibility of the Company shall be limited to the furnishing and maintenance of MegaLink Plus service to a a. (T) network interface on the customer's premises.
    - The Company shall not be responsible for installation, operation, or maintenance of any terminal equipment or (T) b. communications system provided by a customer. MegaLink Plus service is not represented as adapted for the use of such equipment or system. Where such equipment or system is connected to Company facilities, the responsibility of the Company shall be limited to furnishing of facilities suitable for MegaLink Plus service and to the maintenance and operation in a manner proper for such digital service. The Company shall not be responsible for:
      - the through transmission of signals generated by such equipment or system, or for the quality of, or defects in, such transmission, or
      - the reception of signals by such equipment or systems, or
      - damage to terminal equipment or communication system provided by a customer or authorized user due to testing.
    - The Company shall not be responsible to the customer if changes in any of the facilities, operations, or procedures of c. the Company utilized in the provision of MegaLink Plus service render any facilities or equipment provided by the customer obsolete, or require modification or alteration of such equipment or system or otherwise affects its use or performance.
    - The Company undertakes to maintain and repair facilities, which it furnishes. The customer may not rearrange, d. disconnect, remove, or attempt to repair any equipment installed by the Company without prior written consent of the Company.

(T)

(T)

(T)

(T)

## **B7. DIGITAL NETWORK SERVICE**

### B7.10 MegaLink Light Service (Cont'd)

### **B7.10.2 Regulations (Cont'd)**

### B. Definitions

MegaLink Light Service Local Channel

The MegaLink Light service Local Channel denotes a path for MegaLink Light service furnished between the customeric (T) premises and its normal serving wire center.

DS1

This denotes a channel service in terms of its digitally encoded data bit rate in accordance with the North American hierarchy of digital signal levels. It has a 1.544 Mbps data transmission rate, and provides for the two-way simultaneous transmission of isochronous timed, Bipolar Return-to-Zero (BPRZ) bit stream format except where intentional bipolar violations are introduced by Bipolar with 8 Zero Substitution (B8ZS) format. Unframed signal formats are not permitted or compatible with Company equipment. The required interface specifications are contained in BellSouth Technical Reference Publication 73525.

- C. Application of Rates
  - 1. MegaLink Light service Local Channels will be charged for at rates based on the first half mile and each additional initial (T) mile for the airline distance measured between the customer's premises and its normal Serving Wire Center.
  - 2. Recurring and nonrecurring rates and charges apply for each MegaLink Light service. Available payment plane are (T) described in 3. following.
  - MegaLink Light service is available under several payment plans: Month-to-Month, Plan A (24-48 Months), Pli::: 1. (T) (49-72 Months), and Plan C (73-96 Months) under conditions specified in the Channel Services Payment Plan (CSPF) in B2.4 preceding.
  - 4. Month-to-Month payment plan rates are subject to Company initiated changes. MegaLink Light service rates provided (T) under a CSPP arrangement, as specified in B2.4.9.B preceding, are exempt from Company initiated rate increases for use duration of the payment plan length selected; however, decreases on recurring rates will flow through to the customer. At the expiration date of the customer's payment period option, the customer may select a new payment period option at current rates or revert to current Month-to-Month rates. Renewal options for MegaLink Light service will be as specified in B2.4.9.A.7 preceding.
  - 5. A Termination Liability Charge (TLC) is applicable at the date of termination. The applicable charge is dependent on the payment period subscribed to and will be equal to *fifty percent (50%) of the following:* the number of months remaining in the payment period times the monthly rate applicable. However, a TLC will not apply for; 1) moves of service subject to the provisions set forth in B7.10.3.B.5, 2) customer requested changes as specified in B2.4.9.A, or 3) customer requested change to services not covered by the CSPP that are offered by the Company under a contract payment plan.
  - When a customer requests B8ZS format be provided on a MegaLink Light service Local Channel, regulations and charges appropriate for Clear Channel Capability (CCC) as specified for MegaLink service, located in iii7.i preceding, will apply.
- **D.** Connections
  - Customer-Provided Terminal Equipment, Customer-Provided Derivation Equipment and Customer-Provided (T) Communications Systems may be connected to MegaLink Light service when such connection is made in accordance with the provisions specified in 2. and 3. following.
  - 2. Responsibility of the Company
    - a. The responsibility of the Company shall be limited to the furnishing and maintenance of MegaLink Light service and (T) network interface on the customer's premises.

BELLSOUTH TELECOMMUNICATIONS, INC. FLORIDA ISSUED: November 16, 2005 BY: Marshall M. Criser III, President -FL Miami, Florida

EFFECTIVE: December 1, 2005

### **E7. DEDICATED ACCESS SERVICES**

### E7.4 Rate Regulations (Cont'd)

### E7.4.1 Types of Rates and Charges (Cont'd)

A. (Cont'd)

Digital Data Access Service and Derived Data Channel (a.k.a. BellSouth SPA Derived Data Channel) service are offered under two contract plans. Contract plan rates are available in payment periods from twenty-four to forty-two months and in payment periods from forty-three to sixty months under conditions specified in the Channel Services Payment Plan in E2.4 of this Tariff. (These payment periods are an exception to those listed in E2.4 of this Tariff.) Termination Liability charges will not apply for customer requests for moves of service under CSPP subject to the provisions set forth in E2.4.9.A.11. of this Tariff. However, a Termination Liability Charge is applicable at the date of termination if the customer terminates or disconnects the service prior to fulfilling the period of the contract plan except as specified in 2. following. The Termination Liability Charge is determined by multiplying the contracted monthly rate times the number of months in the contract plan, less the contracted monthly rate times the number of months the service has been installed, *multiplied by a factor. The factor is fifty percent* (50%) for contracts that have been in effect twelve months (12) or less, or twenty percent (20%) for contracts that have been in effect longer than twelve months (12).

The following list identifies the individual Dedicated Access Services provided under Section E7. of this Tariff which are eligible for credit of nonrecurring charges under "Service Installation Guarantee" found in E2.4.10 of this Tariff. Customers with these services are not eligible for the Service Installation Guarantee when the requested installation, move or rearrangement service order interval is four days or less as measured from the Application Date of the order.

- Voice Grade (a.k.a. BellSouth SPA DS0 VG),
- Digital Data Access (a.k.a. BellSouth SPA Derived Data Channel) service<sup>1</sup>,
- High Capacity (a.k.a. BellSouth SPA High Capacity) service
- SMARTPath service (a.k.a. BellSouth SPA Shared Ring)
- Provided, however, that the following services are not eligible for such credit.
- FlexServ service (a.k.a. BellSouth SPA Customer Reconfiguration)
- BellSouth Metro Ethernet service
- 1. A customer subscribes to Digital Data Access (a.k.a. BellSouth SPA DS0 Digital Data) service using the twenty-four to forty-two month payment plan. The contract plan period is for thirty months. The subscriber terminates the service after twelve months. The total liability charge is thirty months times the monthly rate. The amount is then reduced to reflect the number of months the subscriber has had the service, which in this example is twelve months. Therefore, the Termination Liability Charge is *fifty percent (50%) of this amount* calculated as follows:

Termination Liability Charge = .50 x [(30 months x monthly rate) - (12 months x monthly rate)]

2. A Termination Liability Charge will not be applicable at the date of termination if the customer terminates or disconnects the service prior to fulfilling the period of the contract plan for customer requested changes to a higher order of service covered by the Channel Services Payment Plan as specified in E2.4.9.A.4.b. of this Tariff, or customer requested changes to services not covered by the Channel Services Plan that are offered by the Company under a contract payment plan provided that the applicable conditions set forth in E2.4.9.A.4.b. of this Tariff are satisfied.

Note 1: The Data Over Voice Channel optional feature is not eligible for such credit.

(C)

(C)

(C)

EFFECTIVE: December 1, 2005

## **E7. DEDICATED ACCESS SERVICES**

## E7.4 Rate Regulations (Cont'd)

### E7.4.1 Types of Rates and Charges (Cont'd)

A. (Cont'd)

Contract rates are available for 1.544 Mbps High Capacity (a.k.a. BellSouth SPA High Capacity) service for variable periods, with rates based on lengths of 36 months, 60 months, or 84 months under conditions specified in the Channel Service Payment Plan in E2.4 of this Tariff. A Termination Liability Charge is applicable at the date of termination. The applicable charge will be equal to *fifty percent of the following:* the number of months remaining in the contract times the monthly contract rate. However, Termination Liability charges will not apply for customer requests for moves of service under CSPP subject to the provisions set forth in E2.4.9.A.11. preceding.

Rates applicable to a month-to-month payment option are subject to Company initiated changes.

**B.** Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for Dedicated Access Services are: installation of service, installation of optional features and functions, and service rearrangements.

(C)

(T)

(T)

(T)

(T)

(T)

E7. DEDICATED ACCESS SERVICES

## E7.4 Rate Regulations (Cont'd)

### E7.4.12 FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration) (Cont'd)

- **B.** Application of Rates (Cont'd)
  - 2. FlexServ Service (a.k.a. BellSouth SPA Customer Reconfiguration) Options (Cont'd)
    - e. Subrate Reconfiguration

There will be a nonrecurring charge for each DS0 equipped DS0B and a nonrecurring charge and a monthly rate will apply for each set of DS0As. The DS0A rates apply in sets of five for 9.6 Kbps, in sets of ten for 4.8 Kbps, and in sets of twenty for 2.4 Kbps.

f. Reconfigurations by the Company Personnel

A nonrecurring charge is applicable on each occasion, when the customer requests Company personnel to perform a reconfiguration or a series of reconfigurations in order to set up point-to-point or multipoint connections, to provide a status report or to establish a conference.

3. Contract Plans

Contract rates for FlexServ service (a.k.a. BellSouth SPA Customer Reconfiguration) are available in E7.5.16 under (T) conditions specified in the Channel Services Payment Plan in E2.4 of this Tariff.

Termination Liability is applicable at the date of termination. The applicable charge will be *fifty percent (50%) for* (C) *contracts that have been in effect twelve months (12) or less, or twenty percent (20%) for contracts that have been in effect longer than twelve months (12)*. Termination Liability will not apply for customer requests for moves of service under CSPP subject to the provisions set forth in E2.4.9.A.8 preceding.

### E7.4.13 Derived Data Channel Service (DDCS) (a.k.a. BellSouth SPA Derived Data Channel)

A. Application of Rates

The derived data channel charges provide the central office data/voice multiplexing capability. The customer must also subscribe to a compatible two-wire local exchange line (e.g., business exchange line, ESSX service, Digital ESSX service, MultiServ service, MultiServ PLUS service, or BellSouth Centrex service main station line). This two-wire exchange line and its associated rates and charges are in addition to the derived data channel rates and charges.

The DS0-B interface charge is applicable for each group of a maximum of twenty multiplexed derived data channels. Each of the twenty channels in a DS0-B interface channel group operates at a bit rate of 2.4 Kbps. The interoffice channel is required when the customer's serving wire center and the serving wire center of the customer's terminating premises are not the same.

### E7.4.14 SMARTRing service (a.k.a. BellSouth Dedicated Ring)

- A. Self-healing Multi-nodal Alternate Route Topology Ring
  - Monthly rates and charges as specified in E7.5.18 following apply for each SMARTRing service (a.k.a. BellSouth Dedicated Ring). Customers must specify network capacity at the time of the initial order. In an Overlay Ring Arrangement where a customer's overlaying SMARTRing service (a.k.a. Bellsouth Dedicated Ring) rides the customer's host SMARTRing service (a.k.a. BellSouth Dedicated Ring), the overlay ring will share the transport of the host ring between common node locations. Rate categories at OC-3, OC-3+, OC-12, OC-24, OC-48, OC-48+, OC-192 and OC-192+ capacity levels include Customer Nodes, Central Office Nodes, Local Channels, Alternate Central Office Channels, Interoffice Channels and Internodal Channels. OC-24 SMARTRing service (a.k.a. BellSouth Dedicated Ring) is only available to existing CSPP customers or under month-to-month arrangements. Rate categories for OC-1 SMARTRing service (a.k.a. BellSouth Dedicated Ring) include Customer Nodes and Central Office Nodes. Channel Interfaces are required at each node on the network and must be associated with a SMARTRing service (a.k.a. BellSouth Dedicated Ring). An OC-1 Overlay Ring Arrangement requires an OC-1 Channel Interface at each node involved. An OC-3 Overlay Ring Arrangement requires an OC-3 Channel Interface at each node involved. An OC-3+ or OC-12 Overlay Ring Arrangement requires an OC-12 Channel Interface at each node involved. An OC-48 or OC-48+ Overlay Ring Arrangement requires an OC-48 Channel Interface at each node involved. In Overlay Ring Arrangements, the customer must order a Channel Interface for each entry to or exit from the host ring. In all other situations, the number of Channel Interfaces ordered will depend on whether the customer desires a working interface, or a working interface and a protection interface. The quantity of channel interfaces ordered may not exceed the capacity ordered. When a 28 DS1 Channel System is utilized to activate DS1 channels, the appropriate number of DS1 Channel Interfaces are required in lieu of an originating or terminating DS3 or STS-1 Channel Interface.

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.